IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

TIEL JENKINS,	§	
	§	
PLAINTIFF,	§	
	§	
V.	§	**CIVIL ACTION NO. 4:22-CV-01021-P**
	§	
AMEDISYS HOLDING, L.L.C. D/B/A ASANA HOSPICE, AN AMEDISYS CO.,	§	
	§	
DEFENDANT.	§	

APPENDIX IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

In accordance with FED. R. CIV. P. 56 and LOCAL RULE 56.6, Defendant Amedisys Holding, LLC ("Defendant" or "Amedisys") submits this *Appendix in Support of Defendant's Motion for Summary Judgment* as set forth in the *Brief in Support of Defendant's Motion for Summary Judgment* accompanying *Defendant's Motion for Summary Judgment* ("Motion").

Exhibit	Description	Citation
Exhibit A	*Plaintiff's Deposition Transcript* ("Jenkins Dep.")	App. 001-161
Exhibit A-1	Dep. Ex. 1 – Amedisys Policy Manual (Excerpts)	App. 162-169
Exhibit A-2	Dep. Ex. 2 -Business Office Manager Job Description	App. 170-178
Exhibit A-3	Dep. Ex. 7 – Email Exchange Between Plaintiff and Kellie Brady Dated December 7, 2020	App. 179-183
Exhibit A-4	Dep. Ex. 10 - ADA Medical Inquiry Form Completed by Provider	App. 184-187
Exhibit A-5	Dep. Ex. 11 - Email Exchange Between Plaintiff and Kellie Brady Dated December 31, 2020	App. 188-189

Exhibit	Description	Citation
Exhibit A-6	Dep. Ex. 12 – Altered Election of Benefit Statement	App. 190
Exhibit A-7	Dep. Ex 17 – Separation Notice	App. 191
Exhibit B	*Plaintiff's Responses to Defendant's Request To Admit*	App. 192-196
Exhibit B-1	RTA Ex. A – Charge of Discrimination	App. 197-200
Exhibit B-2	RTA Ex. B – EEOC Determination	App. 201-203
Exhibit B-3	RTA Ex. C – ADA Medical Inquiry Form Completed by Provider	App. 204-208
Exhibit C	*Declaration of Kellie Brady in Support of Defendant's Motion for Partial Summary Judgment* ("Brady Decl.")	App. 209-212
Exhibit D	*Declaration of Pam Kinard in Support of Defendant's Motion for Partial Summary Judgment* ("Kinard Decl.")	App. 213-216
Exhibit D-1	Amedisys Corporate Compliance Plan	App. 217-268
Exhibit D-2	Policy AA-004 – Election of Hospice Benefit	App. 269-275
Exhibit D-3	CMS Manual System, Pub. 100-02 Medicare Benefit Policy	App. 276-288

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I certify that I filed this *Appendix in Support of Defendant's Motion for Summary Judgment* on March 6, 2023, using the Court's Electronic Filing System which will send notification of this filing upon all registered users, including the following parties:

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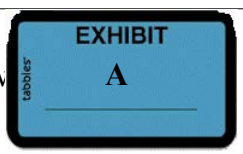
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

TIEL JENKINS,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	CIVIL ACTION
	)	
AMEDISYS HOLDING, L.L.C. D/B/A ASANA HOSPICE, AN AMEDISYS CO.,	)	NO.: 4:22-CV-01021-P
	)	
Defendant.	)	

ORAL DEPOSITION OF
TIEL ARMON JENKINS
FEBRUARY 9, 2023

ORAL DEPOSITION OF TIEL ARMON JENKINS, produced as a witness at the instance of the DEFENDANT, and duly sworn, was taken in the above-styled and numbered cause on February 9, 2023, from 10:54 a.m. to 3:28 p.m., before Lisa M. Durham, CSR, reported by machine shorthand, at the offices of Kilgore & Kilgore, PLLC, located at 3141 Hood Street, Suite 500, City of Dallas, County of Dallas, State of Texas, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.



A P P E A R A N C E S

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ALSO PRESENT:

Ms. Ashton Clabo (Appearing Via Zoom)
Amedisys

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EXHIBITS

NO.	DESCRIPTION	MARKED/ID'D
Exhibit 1	Amedisys Policy Manual	4/39
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Exhibit 5	(exhibit not used)	--
Exhibit 6	(exhibit not used)	--
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(February 9, 2023, 10:54 a.m.)

(All deposition exhibits were premarked.)

TIEL ARMON JENKINS,

having been first duly sworn, testified as follows:

EXAMINATION

BY MR. KECK:

Q. Good morning. Can you state and spell your name for us?

A. Oh.

Q. You're the star of the show today.

A. Sorry. Tiel Jenkins. Oh, you said spell it. T-i-e-l, J-e-n-k-i-n-s.

Q. Is it okay if I call you Ms. Jenkins?

A. Yes.

Q. Ms. Jenkins, just for the record, while we're on here, I also have my client, Ashton Clabo, C-l-a-b-o, who's listening today. So she's also in attendance.

Have you ever had your deposition taken before?

A. No.

Q. What I want to do before we get started today is just go over some ground rules, so that way, we're all familiar with kind of how the process is supposed to work.

When I ask a question today, I'm going to

ask you to give me a verbal answer. So that way, the court reporter can take down exactly what you say. No head nods, things like uh-huh or huh-uhs. Things like that can't be picked up on the transcript. Okay?

A. Okay.

Q. If at any point today I ask a question that's confusing or you don't understand, just ask me to rephrase it, and I'll do the best that I can.

If you need to take a break at any point, just let me know. We'll do that. The only thing I would ask is that you answer any pending questions before we take that break. Okay?

The final thing I'll say is do your best not to interrupt me, and I'll do my best not to interrupt you. Sometimes in conversation, you know where I'm going and try to get out in front of that, and it's bound to happen today, but just do your best to try to remember that, too. Okay? Any questions about those ground rules?

A. No.

Q. Okay. Are you taking any medication that would impair your ability to recall events and testify truthfully today?

A. Yes.

Q. Okay. What would that be?

A. Gabapentin, Baclofen, Paroxetine -- Paroxetine.
Q. Anything else?
A. Not that could impair -- not that could impair memory, so --
Q. Okay. Gabapentin, is that a seizure drug?
A. It's for pain.
Q. For pain.
A. I don't know if it's a seizure drug, but for me, it's for pain.
Q. The second one that you had mentioned, is it Baclofen?
A. Baclofen, B-a-c-l-o-f-e-n.
Q. And what is that drug for?
A. Muscle spasms.
Q. Okay. And, then, the final one was what?
A. Paroxetine.
Q. Paroxetine. What is that for?
A. Anxiety and depression.
Q. Okay. Have you, before today, noticed any of those drugs causing you issues with memory?
A. Yes.
Q. Have you, at any point since you began taking these drugs, stopped taking them?
A. Yes.
Q. Did you notice in those situations your memory

improve?

A. No.

Q. Do you have any understanding as to whether or not your memory issues are impacting long-term, short-term memory or both?

A. Say the question again.

Q. Sure. Do you have any understanding as to whether or not these medications might be impacting your long-term or your short-term memory or both?

A. I don't. I don't.

Q. Okay. Do me a favor today. If we're talking about anything relevant to your case that you believe that you once had recollection of, but no longer do, just notify me of that. Okay?

A. Okay.

Q. Okay. I don't want to know about anything that you spoke with your lawyer about or anyone from Mr. Masterson's office, but what did you do to prepare for today?

A. I just reviewed emails that I had.

Q. Okay. Do you recall specifically any emails which you reviewed?

A. No.

Q. Are these emails that you've provided to your attorney?

A. Yes.
Q. And these are emails that you would have received or sent during your employment with Amedisys?
A. Yes.
Q. Any other documents that you reviewed in preparation for today?
A. Nothing -- nothing outside of what's already been provided.
Q. Okay. And I appreciate that, but do you recall specifically whether or not anything, other than emails that you reviewed?
A. Say it again.
Q. Sure. I said, is there anything besides the emails that you specifically recall reviewing in preparation for today?
A. The ADA forms that I sent over.
Q. Okay. Anything else?
A. No.
Q. Okay. And when did you review these documents?
A. Within the past three days.
Q. Okay. Do you currently maintain any type of journal or diary?
A. No.
Q. At any point since your employment with Amedisys ended, have you maintained a journal or a

diary?

A. No.

Q. Where do you currently live?

A. In Fort Worth.

Q. Do you currently live in a home or an apartment?

A. I live in a home.

Q. And how long have you lived at that house?

A. Sixteen, seventeen years.

Q. Do you have any plans in the immediate future to move?

A. I don't.

Q. That's a good thing. Do you live at that house with anyone?

A. Yes.

Q. Who?

A. My family.

Q. Tell me their names.

A. Tracy Jenkins, T-r-a-c-y, and then Treci Jenkins, T-r-e-c-i. Kalani Jenkins, K-a-l-a-n-i.

Q. Is Tracy, the c-y, husband?

A. Yes.

Q. And, then, the other two are children?

A. Yes.

Q. Are either of the children over 18?

A. Yes, one.
Q. Who?
A. Treci.
Q. Okay. Were you married to Mr. Jenkins during the time in which you were employed by Amedisys?
A. Yes.
Q. Have you had any discussions with him about the incidents at Amedisys?
A. Yes.
Q. Was Treci a witness to any conversations you would have had with anyone while working at Amedisys?
A. No.
Q. Where did you attend high school?
A. Everman High School.
Q. E-v-e-l-y-n?
A. Everman, E-v-e-r-m-a-n.
Q. Okay. Is that in Fort Worth?
A. It's in Everman.
Q. I'm from Illinois. I have no familiarity with where I'm even at. Did you graduate?
A. Yes.
Q. What year?
A. '99.
Q. Okay. Following Everman, did you attend any secondary schooling -- or postsecondary schooling, I

should say?
A. Yes.
Q. Where was the first college or university that you attended?
A. I don't know which one was the first, but TCC, Tarrant County College.
Q. Did you graduate from TCC?
A. I did.
Q. Do you know what year?
A. No.
Q. And TCC is a community college?
A. Uh-huh.
Q. Is that a yes?
A. Yes.
Q. See, I told you you'd do it today. Did you have a focus or a degree of study?
A. Yes. It was associate's of science.
Q. Other than TCC, have there been any other postsecondary schools that you've attended?
A. Dallas County College.
Q. How do you spell that?
A. It's Dallas, Dallas County College.
Q. Dallas. Do you know what years you were at Dallas County College?
A. No.

Q. Did you graduate from Dallas County College?
A. No, no.
Q. What is the reason that you didn't graduate from there?
A. I just took some classes there in --
Q. You weren't pursuing a degree, in other words?
A. Well, yes, but I didn't complete it. So that was for nursing.
Q. Gotcha.
A. So I didn't -- it was between Tarrant County and Dallas College, but I wanted to graduate from TCC.
Q. Other than TCC and Dallas County College, any other postsecondary schools you've attended?
A. UNT, University of North Texas.
Q. Did you graduate from UNT?
A. Yes.
Q. What year?
A. 2010.
Q. And what was the degree you obtained?
A. It was a bachelor's of applied arts and science.
Q. That was for nonprofit?
A. Yes.
Q. And following UNT, any other colleges?
A. Texas Woman's University.

Q. Okay. Did you graduate from TWU?
A. Yes.
Q. What year?
A. 2012.
Q. And what was the degree you obtained?
A. A master's in family studies.
Q. Any other postsecondary schools?
A. No.
Q. At any of the colleges or universities that you attended, were you ever disciplined or suspended or expelled?
A. No.
Q. Okay. What we're going to do, Ms. Jenkins, is we're going to talk just briefly about what you did prior to coming to work for Amedisys, and then we're going to skip over what happened at Amedisys and talk about what you've been doing since. And, then, we'll spend the bulk of the day talking about what happened while at Amedisys. Okay?
A. Okay.
Q. So first thing I want to talk about and just so we have a foundation point, do you recall the date that you began working for Amedisys?
A. It was in -- so when you say Amedisys, are we talking about before they took over the company I was

hired for or when they took over?

Q. Right. So I appreciate that. Let's talk about the time when Amedisys acquired your predecessor employer, which I believe was January 1st of 2020. Is that correct?

A. Yes.

Q. Okay. So you became an Amedisys employee as of January 1 of 2020?

A. Yes.

Q. And who was the predecessor employer?

A. Asana Hospice.

Q. And that's A-s-a-n-a?

A. Yes.

Q. Okay. How long were you working for Asana Hospice?

A. I started there in July 2018. July 2018, I believe.

Q. Okay. And what was the job that you performed while working just for Asana?

A. Manager of volunteer services.

Q. Tell me just briefly, in your own words, what that job entailed.

A. That job entailed recruiting volunteers to work with our clients.

Q. "Clients" being patients?

A. Being patients, yes. And managing their day-to-day what they were doing.

Q. Is that the position you held for the entire time that you were at Asana?

A. Yes.

Q. During your employment with Asana, were you ever disciplined?

A. No.

Q. At any point during your employment with Asana, so prior to Amedisys, did you make any internal or external legal claims or threats?

A. No.

Q. At the time that Amedisys took over or acquired Asana and you became an Amedisys employee, who was the individual that you reported to?

A. Melissa Heiss was the director of operations.

Q. Okay. H-e-i-s-t?

A. No T, H-e-i-s-s.

Q. Okay. Heiss.

Okay. Prior to Asana, do you recall who you worked for?

A. Kindred Hospice.

Q. Do you know what dates you were employed at Kindred Hospice?

A. Not off the top of my head, I don't recall.

Q. Does July 2017 through June 2018 sound about right?

A. Yes.

Q. During your time at Kindred, did you work with anybody who you ultimately worked with at Asana?

A. Yes.

Q. Any supervisory employees?

A. Not my direct supervisor.

Q. Okay. During your employment with Kindred, were you ever disciplined in any fashion?

A. No.

Q. Did you ever, during your employment with Kindred, make any internal or external legal claims --

A. No.

Q. -- or threats against the company?

A. No.

Q. That includes work comp claims, anything, right?

A. Correct.

Q. And I've got a list here that your attorney's graciously provided with the other entities that you had worked for during your life, but I'll try to short-circuit this. At any point during any of those other jobs, were you ever disciplined?

A. No.

Q. Were you ever fired from any jobs?
A. No.
Q. During any other positions prior to Kindred -- do you want to say something? Sorry.
A. Yes.
Q. Go ahead.
A. So you said was I ever fired from a job?
Q. Correct.
A. So with Kindred, I don't know if you want to say fired or let go, but I wasn't -- there was several of us who were let go due to an acquisition. So I just wanted to clarify.
Q. I appreciate that. Thank you.
So you were essentially laid off through no fault of your own?
A. Yes.
Q. Okay. At any point prior to Kindred, at any other employers, did you ever make any internal or external legal claims or threats --
A. No.
Q. -- against any of those companies?
A. No.
Q. Never filed a charge against any other employer?
A. No.

Q. Okay. So as I said, we'd talk about what happened before. Now we're going to skip over Amedisys, and we're going to talk about what you've been doing since.

As I understand it, your employment with Amedisys ended on January 29th of 2021. Is that right?

A. 28th or 29th.

Q. Okay.

A. Yes.

Q. So following that date, what was the first job that you held?

A. Teacher at Weatherford ISD.

Q. Teacher at -- what was it?

A. Weatherford, W-e-a-t-h-e-r-f-o-r-d.

Q. What is Weatherford?

A. It's the district. I mean, like, it's the -- a city.

Q. It's a city?

A. Yeah. Weatherford is a city.

Q. Okay. Are you a teacher at a high school, a middle school?

A. High school.

Q. High school. What do you teach?

A. Food science and PALS, P-A-L-S.

Q. What is that?

A. Peer assistance and leadership.
Q. Explain to us what PALS does or is intended to do.
A. PALS is intended to train young individuals to be leaders in the community and servicing their peers.
Q. Do students register to do that, or are they selected?
A. They have to apply. It's an application process.
Q. Gotcha. It has no relevance to the claim. I'm just curious.
Okay. And how many classes per day do you teach?
A. Seven.
Q. That's a combination between food science and PALS?
A. Yes.
Q. Do you teach classes Monday through Friday?
A. Yes.
Q. You seem unsure.
A. Because PALS is -- although it's a class, the students are off campus, so I don't have that hour. So when school first starts, the first six weeks, they are with me. The rest of the year, they are out on their own, and then they report back to me, basically, once a

week, on Friday.

Q. Okay.

A. So I don't -- I'm not physically with them --

Q. Understood.

A. -- during that time.

Q. When you say they're out on their own, what are they doing?

A. They go to the elementary schools and the middle schools and mentor younger students.

Q. Understood. Okay. And I should ask -- I believe I know the answer, but you're still employed with Weatherford, right?

A. Yes.

Q. When did you become employed with Weatherford?

A. '21, August -- or I guess the contract started in June maybe. School didn't start until August. I didn't have to start working till August 2021.

Q. Okay. But your contract, you believe, may have began in June of 2021?

A. No. I think -- I think it's August because school would have been out. I think it's August.

Q. Do you have a copy of your contract with Weatherford?

A. I don't have it with me.

Q. Right.

A. I mean, I can -- yes, I'm quite for sure I do.
Q. Okay. Was your contract renewed for the 2022/2023 school year?
A. Yes.
Q. When did you know that you would be offered a contract for Weatherford?
A. Maybe late May, early June. I don't recall the specifics.
Q. Once you were notified that you would be offered a contract for the 2021 school year, did you stop looking for jobs?
A. No.
Q. Assuming that you were aware that you would be offered a contract for Weatherford in May or June of 2021 and using those dates as a benchmark, do you know when you began interviewing with Weatherford?
A. It was in May.
Q. Do you know when you would have applied to work for Weatherford?
A. I don't recall.
Q. Do you have an approximation of how soon before May?
A. Between March and April possibly.
Q. Since you've been employed with Weatherford, have you been disciplined?

A. No.
Q. Have you made any internal or external legal claims or threats against Weatherford?
A. No.
Q. And what is your typical -- I know you told us you teach about seven classes per day on average. What is your hours?
A. Eight to four.
Q. When you're teaching, are you physically at the building?
A. Yes.
Q. Since you've been employed with Weatherford, have you made any requests for any types of accommodations?
A. No.
Q. When you began working for Weatherford in August of 2021, what was your rate of pay?
A. I believe it was fifty-two nine maybe, plus a thousand for a master's degree stipend.
Q. So 53,900 per year?
A. Yes.
Q. Did that increase for the 2022 school year?
A. It did.
Q. What did it increase to?
A. That's a good question.

Q. Thank you.
A. I don't recall specifically.
Q. Have you received a W-2 for the 2022 year yet?
A. Yes.
Q. Do you receive benefits while working for Weatherford?
A. Yes.
Q. What types of benefits?
A. Health, dental, eye. I believe short-term, long-term, life insurance.
Q. Are you pension eligible?
A. Yes, yes. Yes, they take that out of my check.
Q. I don't know what they do in Weatherford, but are you a member of a union?
A. I'm not.
Q. Do you have any understanding as to how the benefits that you're provided through Weatherford compare to those you would have been provided by Amedisys?
A. Can you be more specific?
Q. Yeah. Are they better? Are they worse? Are they more expensive? Are they less expensive?
A. I believe they -- no, I don't recall.
Q. As you sit here, you don't know one way or another?

A. No. I can't remember the specifics from Amedisys. I don't want to --

Q. And since we're talking about it, we'll just do it now. Did you have benefits while you were with Amedisys?

A. Yes.

Q. Did you elect the same types of benefits?

A. I don't remember.

Q. Assuming your job with Amedisys ended on -- or January 28th or 29th of 2021, how soon thereafter did you begin looking for work?

A. Shortly, February.

Q. Okay. What did you do to begin looking for jobs?

A. Online searches.

Q. Did you use any type of website or service, CareerBuilder, Indeed, anything like that?

A. All that were available, yes. I did, yes.

Q. Did you maintain any type of log or the record of the jobs that you were applying for?

A. No.

Q. You were on Indeed, correct?

A. Uh-huh.

Q. Okay. Is that a yes?

A. Yes.

Q. So we'll use that as an example. When you apply for a job on Indeed, correct me if I'm wrong, you receive an email confirming that application, right?

A. Yes.

Q. Did you maintain or do you have access to those emails?

A. I did not maintain those.

Q. Okay. What did you do with them?

A. I delete them. I don't --

Q. And that would be true for any email you would have received confirming a job application?

A. Yes.

Q. Before you interviewed with Weatherford, did you have any interviews with any employer?

A. No.

Q. Were you focusing your job search efforts on any type of industry or specific job?

A. No, not specifically.

Q. How did you find the job at Weatherford?

A. Through the -- I think it was through the Region 11 website. Region 11 is an education website.

Q. Okay. Region 11 oversees Weatherford -- or includes Weatherford may be a better way to describe it?

A. Yes, includes Weatherford.

Q. And they post jobs on that website?

A. Yes.
Q. Did you apply to that website?
A. It's not through the -- it's not to the website. It's directly to the district. They just post the job.
Q. So what was the application process? What did you physically have to do to submit an application to work for Weatherford?
A. Apply -- I think it was just apply on their site, you know, submit whatever documents that they requested, a résumé.
Q. Okay. From the period of time in which your employment with Amedisys ended until you began receiving compensation from Weatherford, did you do anything to obtain an income during that time period?
A. I applied for unemployment.
Q. Okay. Other than unemployment, did you have any other sources of income during that time?
A. No.
Q. Does your husband work?
A. Oh, yes.
Q. Did he work during the time in which you were employed by Amedisys?
A. Yes.
Q. From the January 28th or 29th date until you

became employed with Weatherford, were there any other periods of time during that in which you did not look for work?

A. No.

Q. Were there any periods of time within that window that you were unable to work?

A. No.

Q. Did you, during that time period, turn down any job offers?

A. No, no.

Q. I assume during that time period, you were not working odd jobs, driving for Uber, anything like that?

A. No, no.

Q. Since you became employed with Weatherford, have you continued to look for work?

A. No.

Q. Okay. Other than this lawsuit, have you at any point in your life been a party to a lawsuit, either as a plaintiff or a defendant?

A. No.

Q. Have you ever filed for bankruptcy?

A. No.

Q. Have you disclosed to anyone at Weatherford that you have this lawsuit pending?

A. No.

Q. Were you ever asked?

A. No, but I don't recall. I don't recall.

Q. Okay. Are you doing good? Do you need a break, doing fine?

A. I'm okay.

Q. Okay. So what I'm going to do now is shift gears to the bulk of what we're going to talk about today, and that's your employment with Amedisys. During this part, I'm going to show you some documents, and we'll talk about those. If you have any questions or need clearer copies, just let me know.

So just by way of background and to repeat, you became an Amedisys employee on January 1st of 2020, right?

A. Yes.

Q. And the position that you began working for with Amedisys was a hospice coordinator or a volunteer coordinator?

A. Volunteer, yes.

Q. And for all intents and purposes, the volunteer coordinator for Amedisys was the same thing you were doing for Asana?

A. Yes.

Q. When you became an Amedisys employee, who did you report to, so as of January 1st of 2020?

A. Melissa Heiss.

Q. Okay. On September 12, 2020, you became the business office manager, correct?

A. Yes.

Q. A business office manager is commonly called a BOM (pronunciation) or a B-O-M?

A. Yes.

Q. What care center were you located at?

A. The Fort Worth office.

Q. And correct me if I'm wrong, but a care center is essentially an administrative office, right? There's no hands-on patient care done at the care center?

A. Correct.

Q. It's where the director sits, business office manager and maybe a clinical manager. Is that correct?

A. And others.

Q. And others. But in terms of the actual clinicians, they're out visiting patients in their homes for the most part?

A. Correct.

Q. Who made the decision to offer you the business office manager role?

A. What do you mean by "offer"?

Q. Do you know who the person is that made the decision to provide you that job?

A. Do you mean who hired me, who said, yes, we'll hire, accept her or --

Q. Sure, sure.

A. I'm just trying to get a clarification on your question.

Q. Yeah. We'll do that.

A. I think it was a combination of people.

Q. Okay. Who are those people?

A. Carol Hardwick and Gary -- I cannot remember Gary's last name. I drew a blank.

Q. Do you know what Gary's title was?

A. I think he was like vice president of operations, something.

Q. Was he perhaps an area vice president of operations?

A. Possibly.

Q. Okay. And Carol Hardwick?

A. Yes.

Q. What was her title?

A. She was the director of operations.

Q. Okay. You said DOO, which is D-O-O, and is an acronym for director of operations?

A. Correct.

Q. Carol Hardwick is sometimes referred to as CJ?

A. Correct.

Q. Amedisys, by the way, provides home health, hospice and personal care, correct?

A. Maybe.

Q. You don't know?

A. Ours was just hospice.

Q. Okay. So whether or not they do or don't, you don't know, but your care center provided only hospice services?

A. Correct.

Q. Okay. The director of operations, there's -- again, correct me if I'm wrong or tell me if you don't know, but a director of operations is located at every care center, right?

A. Yes. Each care center has their own director of operations.

Q. And that person is the highest ranking Amedisys employee that's at the care center on a day-to-day basis?

A. Yes.

Q. From the time that you became the business office manager on September 12, 2020 until your employment ended, who were your directors in addition to Ms. Hardwick, if anyone?

A. Jackie Williams. And I don't know this person. She was the -- never mind. I don't remember her title,

but -- I can't speak on it because I don't remember her title.

Q. Okay. Who was the director on the date your employment with Amedisys ended?

A. Jackie Williams.

Q. Okay. You had referenced a third individual besides Ms. Hardwick and Ms. Williams. Did that individual initially replace Ms. Hardwick?

A. I'm not privy to that, so I don't know what that looks like from a company standpoint.

Q. Okay.

A. But she was at the office. But she was also at the office when CJ -- when Carol was there.

Q. Okay.

A. I don't remember exactly her -- Cheri. It would have been Cheri Knight-Dettori. I just don't remember what her exact title was.

Q. For how long was Ms. Williams the director of operations at the Fort Worth care center before you were terminated?

A. I guess I would say two months because she started in December.

Q. Okay. Did you know her before she became the director?

A. No.

Q. Explain to me in your own words what the business office manager is responsible for doing on a day-to-day basis.

A. The business office manager was responsible for payroll, the time and travel of employees, as well as ordering supplies and billing, making sure that the -- billing. That was my understanding.

Q. Okay. Was it your understanding that each care center maintained their own business office manager?

A. Yes.

Q. Okay. So you would have been responsible for those tasks as it relates to the Fort Worth care center?

A. Yes.

Q. Okay. Ms. Jenkins, I'm showing you what I've previously marked as Exhibit 2. Providing a copy to your counsel.

Let me start by asking -- and take as much time as you need -- whether or not you recognize this document.

A. Yes.

Q. Can you tell me what this document is?

A. This is the -- what do you call it? Job description.

Q. So you believe that this is the business office manager job description, correct?

A. Yes.

Q. Okay. If you could do me a quick favor and just turn to the second to last page of this Exhibit Number 2. You were on it right there. There you go.

There's a signature at the bottom of this document. Do you recognize that?

A. Yes.

Q. Whose is that?

A. Mine.

Q. Okay. And you signed this document on or about January 7th of 2021?

A. Yes. That's what it shows.

Q. Take as much time as you would like, but I want you to look at this job description and tell me if there's anything on here that you believe is inaccurate in terms of explaining what the business office manager is expected to do.

A. Can you say the question again?

Q. Sure. After having taken the opportunity to review Exhibit Number 2, my question was whether or not there's anything on that document that you believe is inaccurate.

A. On Page 2?

Q. Uh-huh.

A. Oh, Page 2, Number 6 at the bottom, "The

supervisor evaluates and analyzes overall operations of medical records, data entry and claims reviewed by reviewing patient charts for compliance, accuracy with telephone orders, POC," which is plan of care, "frequencies order and checking patient information for absent data before submission." That is not something that was being done or done in that position.

Q. Okay. We'll take them one at a time. What leads you to that conclusion?

A. That was like the business office specialist's role and clinical manager role.

Q. Okay. Did someone ever sit down and tell you that that was not a requirement of the business office manager job?

A. No, but that was -- that was how -- that's what was done. That was the operations --

Q. Okay.

A. -- in the office.

Q. So you signed this document, Exhibit Number 2, on January 7th of 2021, right?

A. It appears so.

Q. You would have been in the business office manager role for about four months by that point, right?

A. Yes.

Q. And you understood by initialing each of these

duties, that you were acknowledging that they were a responsibility and a requirement of the job, right?

A. Yes.

Q. And those are -- the annotation that sort of looks like a J, kind of looks like a T beside each of these numbers is your initial, correct?

A. Yes.

Q. Anything else on this document, Exhibit Number 2, that you believe is inaccurate other than that?

A. It would have been on Page 4, Number 1, "Responsible for the reconciliation of petty cash for care center." We didn't have petty cash at the care center, so --

Q. Okay. Anything else on this document, Exhibit 2, that you believe is inaccurate?

A. No, just those two.

Q. Okay. At any point, did you ever -- after signing and reviewing Exhibit Number 2 on January 7th of 2021, ever email anyone or provide any written correspondence to anyone that says that it did not accurately reflect the components of your position?

A. I don't recall.

Q. I understand at some point, you were also asked -- let me strike that, because while I think of

it, the guy's last name, Gary Walker?

A. Walker, yes.

Q. Thank you. At some point, I understand that you were also requested to perform certain administrative functions that were previously done by a business office specialist. Is that right?

A. Yes.

Q. Okay. And because there's acronyms for everything, a business office specialist is also referred to as a BOS, right?

A. Yes.

Q. What was your understanding of what the business office specialist was supposed to do?

A. I was still trying to figure that out.

Q. Okay. So is it fair that you didn't know at the time that your employment ended?

A. I asked for training several times. So, yes, that's fair.

Q. Okay. Is it your understanding that typically, a business office specialist reports to, at least indirectly, the business office manager?

A. On paper, yes.

Q. You can continue to consult Exhibit Number 2 if you need to, but would you agree that most of the jobs listed on here require in-person attendance to perform?

A. No.

Q. Do you recall the time period in which you were asked to perform some of the business office specialist duties?

A. I believe it was in November when the BOS resigned.

Q. Okay. So the Fort Worth care center had a business office specialist who resigned in approximately November of 2020?

A. Yes. Yes, 2020.

Q. And after that, who asked you to step in and assume certain of those duties that were no longer being performed at that time?

A. It would have been indirectly CJ. There was just CJ.

Q. Okay. Do you have any understanding that most care centers don't have a business office specialist at all?

A. No.

Q. Did you ever communicate with any other business office manager regarding what the business office specialist was supposed to be doing?

A. No. We had a BOS at the time, so no.

Q. Well, after the BOS left in November, up until the point that your employment with Amedisys ended, did

you speak with anyone else about what the business office specialist should be doing?

A. I don't recall specifics.

Q. You agree that Amedisys maintained during your employment an employee policy manual?

A. Yes, I'm sure.

Q. Okay. I'm showing you what I've previously marked as Exhibit Number 1. Providing a copy to your counsel.

This is a large document, and I will represent to you that I believe this is the policy manual that was in place during the time in which you were employed, at least at the time that your employment with Amedisys ended.

But what I'd like you to do is just look at this. Take as much time, again, as you'd like, and let me know whether or not you agree or disagree with that.

A. That this is the document?

Q. Correct, that this is, in fact, the policy manual.

A. Yes.

Q. And again, I'm not trying to trick you.

A. No. Yes.

Q. We'll talk about this in more detail today, but there were occasions during your employment with

Amedisys where you were required to undergo training on the computer. Is that fair to say?

A. What do you mean specifically by training on the computer?

Q. Anything. I mean, Amedisys has a program called Amedisys Academy. Are you familiar with that?

A. Yeah. I think I did that probably as a volunteer coordinator.

Q. Okay.

A. Yes.

Q. You also agree that through that program, there were occasions in which you were required to acknowledge receipt of policies or procedures, things like that?

A. Yes. That was when Amedisys first acquired Asana.

Q. Okay. Well, there was also occasions, even up until January of 2021, that you were logging onto the computer and acknowledging different policies or procedures, correct?

A. I don't recall.

Q. Okay. According to Amedisys's records, you received this policy manual electronically on March 17th of 2020. Do you have any reason to dispute that?

A. No.

Q. According to Amedisys's records, you

electronically acknowledged receipt of this policy manual again on September 20th of 2020. Any reason to dispute that?

A. New hire paperwork, no.

Q. By acknowledging receipt and understanding of the policy, do you agree that you had read it?

A. I signed it.

Q. Did you read it?

A. It was electronically, so probably not fully.

Q. Okay. You would agree that you had access to the policy manual at all times during your employment if you needed it, right?

A. Yes.

Q. So in other words, even if you didn't read it when it was provided to you, you could have read it at any point if you needed to?

A. Possibly, yes.

Q. Okay. Would you agree with the statement that you had the ability to go to any manager or supervisory employee of Amedisys if you had a concern?

A. Concern regarding?

Q. Anything.

A. It would depend on what the concern was.

Q. Okay.

A. That would depend on who I would go to.

Q. Right. But who you would go to might differ, but you understood you could go to somebody, right?

A. If I had a concern, yes.

Q. For example, if you had a concern regarding discrimination, for example, you could go to a member of management to air those concerns, right?

A. Yes.

Q. Amedisys also maintains a human resources department, correct?

A. Yes.

Q. And if you had those types of concerns, for example, discrimination, you could have aired those to human resources as well, correct?

A. Yes.

Q. Were you aware that Amedisys maintained a hotline that you could call?

A. For compliance?

Q. For compliance or for HR related issues.

A. I knew for compliance issues.

Q. And you were aware that you could, in fact, remain anonymous on that hotline, right?

A. Compliance, yes.

Q. What I want to do is just talk about a few of the policies that are contained in this policy manual, and I'm going to go a little bit out of order just

because I think it makes sense to do that.

But if you could initially turn to Page 10, and for the record, we're looking at Page 10 of Exhibit 1. Are you there?

A. Yes.

Q. Okay. Section 1.9 is entitled "At-Will Employment." Do you see that?

A. Yes.

Q. Correct me or let me know if you don't understand this question, but you would agree that you were employed with Amedisys on an at-will basis, right?

A. Yes.

Q. Meaning they could terminate your employment, or you could quit at any point, should you choose to do so, right?

A. Yes.

Q. Okay. Let's turn to Page 9 of Exhibit 1, and I specifically want to look at Sections 1.6 and 1.7. Do you see those?

A. Yes.

Q. And I will represent to you that this is Amedisys's policies as it relates to individuals with disabilities or requests for accommodation. Okay?

A. Okay.

Q. At least as it was at the time your employment

with Amedisys ended.

Let me first start by asking whether or not you've ever consulted either of these two policies?

A. Yes.

Q. Okay. And when?

A. Sometime after I requested an accommodation.

Q. Okay. And we'll talk more about that, but it was sometime after you had began that process?

A. Yes.

Q. Okay. Since we're talking about it, my records -- and again, we'll talk more in detail about it, but you initiated the accommodation request on December 2nd of 2020. Does that sound right?

A. I believe it was in November when I reached out to HR about it, who then told me to contact the employment assistance -- yeah, the employee assistance program. And, then, that conversation started in December.

Q. Okay. In November, do you know who you reached out to?

A. Thang, N-g-o. I don't know how to spell his name.

Q. Okay. Thang, N-g-o?

A. Yeah.

Q. Okay. So assuming that that is, in fact, what

happened and you consulted these two policies thereafter, what was the reason for doing so?

A. The reason for doing what?

Q. For consulting these policies. I appreciate that. That was a bad question.

A. I don't recall specifically.

Q. Nonetheless, you would agree that this policy is in place to provide accommodations for individuals who may be eligible for such accommodations, provided the employee's entitled to it, it doesn't impose an undue hardship, things like that, correct?

A. Yes.

Q. Okay. The final policy that I want to look at, at least for now, is on Page 7 of Exhibit 1, and specifically, Section 1.4 is referred to as the "Equal Employment Opportunity and Affirmative Action Program." Do you see that?

A. Yes.

Q. Have you ever had an occasion to consult Section 1.4 before today?

A. Not that I recall.

Q. Nonetheless, you would agree that this policy, in addition to the disability policy that we just looked at, prohibits discrimination based on any one or more protective classes, correct?

A. Correct, yes.

Q. This policy, in addition to the disability policy that we just looked at, also provides employees with avenues or mechanisms by which to make reports in the event they believe that they're suffering or experiencing discrimination or not being accommodated, for example, correct?

A. Repeat that, please.

Q. You're going to test me.

You would agree that this policy, Section 1.4, in addition to the disability policy that we just looked at, provides avenues for employees to make reports of discrimination or in the event that they believe that they're not being accommodated, meaning it provides you with information on how to make such reports?

A. On who to contact, yes, yes.

Q. Okay. We can put that away.

Now, in hopes of shortening today, you told us that you initially reached out to Thang, T-h-a-n-g --

A. Uh-huh.

Q. -- in late November, is that correct, of 2020?

A. Yes.

Q. Okay. So assuming, again, that happened in late November of 2020, the question I have is, is there

anything that happened prior to that date that comprises anything in your lawsuit?

A. Yes. I was told that I could, yes.

Q. Okay. So maybe we won't be here as short as I thought.

All right. So tell me, going back from that date, what the first thing is that you believe is somehow evidence of any of the claims in your lawsuit.

A. Prior to me reaching out to HR to request the information on requesting an accommodation, my schedule was flexible. I was not in the office every day all day.

After -- well, in November -- I don't recall the date. I think you may have access to it. Someone from regional was in the office. CJ was not in the office that day. It was Cheri, Cheri Knight-Dettori. And when I came in to work that day, she told me that I could no longer work from home, no other offices were doing it. There was no question as to why I was working from home. It was just can't -- can't do it.

And that's what led us here. So I reached out so I could make sure that it is in writing and no longer a "you and I" conversation.

Q. Okay. And that's when you reached out to

Thang?

A. Yes. She was our -- my HR person for our area.

Q. Okay. What was the name of the regional that was in the office?

A. Cheri.

Q. And can you spell her last name?

A. I cannot.

THE REPORTER: Can you say it again?

THE WITNESS: Dettori, I think it was. I don't know if it's Knight-Dettori, if they're both together, if it's a hyphen, but it's Cheri Knight-Dettori, I believe.

Q. (BY MR. KECK) Okay. And she told you -- and this was in November of 2020?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. She told you at that point that all of the offices, the business office manager specifically was returning full-time to the care centers?

A. No. That is not what she said.

Q. And what did she say specifically?

A. Specifically, she said you can no longer work from home, no other care centers are working from home. And I excused myself, my presence.

Q. Okay. Up until today, do you have any reason to dispute that that was accurate?

A. Yes.

Q. Okay. Tell me what -- what you know.

A. I know that the business office manager in Dallas would work from home occasionally. I knew that to be true. I knew that other care centers were working from home when I would be on calls, when we had our BOM calls.

Q. Do you know what the business office manager's name in Dallas was?

A. Jessie Lopez.

Q. Is Jessie a male or a female?

A. Female.

Q. To your knowledge -- and Jessie worked in a hospice care center as well?

A. Yes.

Q. Did Jessie report to Cheri?

A. No. Cheri was, like, regional. Dallas had a -- their own, too. I don't remember.

Q. Let me ask a better question. Did Cheri oversee the Dallas care center as well?

A. I don't know.

Q. And how did you know that Jessie was allegedly working from home?

A. We would be on calls, like, when we would have our meeting with our regional BOM, and it would be all the care centers in that region on Teams. And then I communicated with her, different stuff in the office, so --

Q. So what --

A. From time to time.

Q. What was it about the Teams calls that led you to the conclusion that Jessie was working from home?

A. Background.

Q. Okay. Anything else?

A. Not that I can recall specifically off the top of my head.

Q. And what was it about Jessie's background that indicated he was -- or she was working from home?

A. I don't remember specifically.

Q. Okay. You also understand that on Teams, you can have virtual backgrounds, right?

A. It wasn't a virtual background.

Q. How do you know?

A. Because they were different. Like, you can get up and go. I don't know exactly what was going on.

Q. Have you ever been to Jessie's house?

A. No.

Q. Okay. So it's fair to say you don't have any

idea what Jessie's house looks like, right?

A. No. And I think maybe at one time, she could have had a dog in there. She could have had a dog at work.

Q. So she could have been in the office?

A. She could have, but we -- okay. So we've had specific conversations that she worked from home.

Q. Okay. So that's a separate issue from what the background may have showed, right?

A. Uh-huh.

Q. Do you agree with that?

A. Yes.

Q. So now you're telling me that there were occasions in which you and Jessie spoke that she told you she worked from home?

A. Yes. She worked from home, and the DOO would rotate their schedule and work -- like, rotate who was in the office.

Q. Do you know what the rotation schedule was?

A. That, I don't know.

Q. And when did you have these conversations with Jessie, what dates?

A. I don't recall.

Q. How many conversations did you have with Jessie?

A. I don't recall.

Q. And when I say how many questions [sic], just let me finish.

How many conversations did you have with Jessie in which her working from home was discussed?

A. I don't recall.

Q. You said there were also other care centers where individuals would be working from home?

A. Yes.

Q. Okay. What care centers specifically are you referring to?

A. That, I don't recall, but it would be in our region.

Q. Okay. Do you recall who the business office manager would have been within that region that you believe was working from home?

A. No. The only person I know who can attest to that is Dot, Dorothy Sherrod, who was our regional business office manager at the time.

Q. And when you say that she can attest to that, what is she going to attest to?

A. She would have been privy to more information than I would have had, whether or not that person was in the office, like, in the office working.

Q. Right. But you told us that there were other

care centers in which business office managers would work from home, and what I'm trying to find out is --

A. How do I know that?

Q. -- who are these people and how do you know that?

A. Dot told me.

Q. Okay. So who did Dot tell you was working from home?

A. I don't remember names specifically.

Q. When did Dot tell you that these people were working from home?

A. I don't remember that specifically.

Q. Do you remember it generally?

A. No. It would have been sometime when I was -- September and December.

Q. Sometime between September and December?

A. Uh-huh.

Q. So in theory, it could have preceded the date in which you had the conversation with Cheri, right?

A. Yes, yes.

Q. Okay. All right. So that took us up and to the point where you reached out to Thang. Okay?

A. Uh-huh.

Q. Is there anything else besides that, prior to when you spoke with Thang, that you believe is important

or provides context to any of the claims in this case, other than what we've already talked about?

A. I mentioned that I was already working that rotating schedule already.

Q. Correct.

A. Not that I can think of.

Q. And was it your understanding that rotating schedule was put in place due to COVID?

A. There's a two part -- yes to your -- yes to your -- yes, to answer what you just asked me.

Q. Okay.

A. Yes. There was a rotating schedule put in place for that. Prior to me applying for the job --

Q. Uh-huh.

A. -- I asked about a different rotating schedule between me and the BOS --

Q. Okay.

A. -- and what that's going to look like, and CJ agreed to. So we had that schedule in place as well.

Q. Okay. So when you say before you applied, you mean before you applied for the business office manager position?

A. Yes.

Q. You said that you had a conversation with CJ about what the rotation going forward would look like?

A. Yes.
Q. And what did CJ tell you?
A. To talk with Stephanie, who was the BOS at the time; if she agreed, then we could do that, which would be a half day.
Q. Okay. And that conversation, obviously, was before the conversation you had with Cheri?
A. Yes.
Q. Okay. After you became the business office manager, did the care center hire anyone to replace you in a volunteer coordinator role?
A. No.
Q. After Cheri had that conversation with you in which she indicated that individuals were returning to the office, did the company stop the rotational schedule that you alluded to? And when I say the company, I mean your care center.
A. Cheri made that decision.
Q. Right. But at that point, then, everyone returned to the office, including you. Is that fair?
A. No. They didn't return to the office.
Q. Okay. Who didn't?
A. The chaplain, the -- the chaplain, the bereavement coordinator, the social worker.
Q. The chaplain and social worker are out seeing

patients as well, right?

A. Sometimes, yes.

Q. Right. And they had direct access to patients, right?

A. Yes.

Q. Okay. So specifically referring to office staff, so those that do not have hands-on patient care, was there anyone that did not return to the office?

A. No.

Q. Okay. And you understand that Amedisys may have had different rules for clinicians and people that were hands on with patients, right, about interacting, social distancing, returning to the office, things like that?

A. Yes.

Q. And that would make sense to you in the hospice role, right, meaning that we don't want the clinicians being overly exposed to people and then perhaps infecting or getting patients sick, right?

A. Right, which means they would be working at home instead of coming to the office --

Q. For sure.

A. -- because they wasn't going out seeing patients.

Q. Okay. We had alluded to the training that you

had taken online and the different things that you would acknowledge online, and I just want to ask you a couple questions about the different types of training that you would have had. Okay? And again, these are all according to Amedisys records that were logged at the time that you completed training using your secure log-in information.

Do you have any reason to dispute that you completed ADA training on September 18th of 2020?

A. No.

Q. Do you have any reason to dispute that you completed FMLA training on September 19th of 2020?

A. No.

Q. Any reason to dispute that you completed leaves training or leave of absence training on September 19th of 2020?

A. No.

Q. Any reason to dispute that you completed the patient rights and responsibilities for hospice training on March 15th of 2020?

A. No.

Q. Any dispute that you completed compliance basics training on March 17th of 2020?

A. No.

Q. Following your promotion to the business office

manager, you agree that you completed election of benefit training on October 1, 2020, correct, or in other words, have no reason to dispute that you completed that training?

A. Correct.

Q. You completed hospice conditions of participation training on April 23, 2020, correct?

A. Correct.

Q. Okay. And you would have no reason to dispute that you completed corporate compliance plan training on March 17th of 2020?

A. Correct.

THE REPORTER: If you're changing topics, can we do a little break?

MR. KECK: I'm ready for a break. This is great. We can go off the record.

(A recess was taken.)

MR. KECK: Let's go back on the record.

Q. (BY MR. KECK) Ms. Jenkins, you understand that you're still under oath?

A. Yes.

Q. Okay. Before we let this Exhibit Number 1 go, I want to draw your attention back to it real quick.

A. Okay.

Q. And I want to specifically refer you to Page 12

of Exhibit 1. Let me know when you're there.

A. I'm there.

Q. Okay. Section 1.13 is entitled "Rules of Conduct." Do you see that?

A. Yes.

Q. And this section lays out a nonexhaustive list of potential violations that could subject employees to potential discipline, up to and including termination, right?

A. Yes.

Q. Okay. Number 16 on that list outlines that a failure to follow Amedisys' written policies and procedures would be, in theory, a violation of that policy, correct?

A. Yes.

Q. Okay. We can be done with that exhibit. All right.

So going back to where we left off and trying to pick up on the timeline, you said you initially reached out to Thang N-g-o -- I don't know how to say that.

A. I don't either.

Q. We'll call him Thang. Okay? Fair enough?

A. Yes.

Q. You reached out to Thang towards the end of

November of 2020, right?

A. Yes.

Q. And that would have been after the conversation you had with Cheri in which she indicated that people were going to be returning to the office full-time?

A. Yes.

Q. Thang -- correct me if I'm wrong -- directed you to what I think you referred to as the EAP?

A. Yes.

Q. Okay. Regardless of whether or not this person is with the EAP or not, but correct me if I'm wrong. You spoke with an individual by the name of Nicole Rome on December 2nd of 2020?

A. I don't recall.

Q. Okay. Would you have any reason to dispute that you spoke to an individual by the name of Nicole Rome?

A. No.

Q. Okay. And I believe that same day, at the instruction of Ms. Rome, you also emailed Kellie Brady?

A. Yes. That's who I was working -- yes, Kellie Brady.

Q. And Kellie Brady is an Amedisys HR employee, correct?

A. Employee -- the EAP, employee assistance

program.

Q. What leads you to believe that she's -- well, let me strike that.

Was Kellie employed by Amedisys, to your understanding?

A. Yes.

Q. Okay. What leads you to believe that she is somehow involved with EAP?

A. I believe that's in her title.

Q. Okay.

A. I believe.

Q. Would there be any other reason why you believe Kellie's affiliated with EAP?

A. Only because that's who I was in contact with.

Q. Okay. I can show you this before we look at it later, but her title indicates "employee relations consultant."

A. Right.

Q. Okay.

A. Okay.

Q. So with that information, do you believe she was still part of EAP?

A. I do.

Q. Okay. Nonetheless, Kellie's employed by Amedisys. You reached out to her via email on or about

December 2nd, correct?

A. Yes.

Q. Okay. Nicole Rome, I assume you don't recall who that is, right?

A. I don't.

Q. Okay. And Thang worked for Amedisys as well, correct?

A. Yes.

Q. Okay. At some point between December 2nd and December 4th, did you also speak with Kellie Brady?

A. Yes. I believe she called -- she called me, and, then, that's when the emails -- there was a -- after that.

Q. Okay. Do you recall what you said to Kellie and what she said to you during the first call you would have had with her?

A. I don't.

Q. Correct me if I'm wrong, but she was asking questions as it relates to the issues with the rotation, what you needed and what you were requesting. Is that essentially what you guys discussed?

A. Possibly.

Q. Okay. You would have no reason to dispute that if that's what Kellie recalls?

A. Correct.

Q. Okay. I'm showing you what I've previously marked as Deposition Exhibit 7. Let me first start by asking you generally whether or not you recognize this email string.

A. Yes.

Q. Okay. Would this have been one of the emails that you reviewed in preparation for today?

A. Yes.

Q. Okay. We're going to start at the back of Exhibit 7, just because that's how emails work. So we'll start with the earliest email within this exhibit.

So on the second to last page of Exhibit Number 7 indicates that Kellie had emailed you on December 4, 2020, correct?

A. Yes.

Q. And as part of that email, she had follow-up questions that stemmed from the call that you would have had with her, correct?

A. Correct.

Q. Okay. So she sent you this email on December 4th after you would have spoken to her?

A. Correct.

Q. And at this point, correct me if I'm wrong, but Kellie was trying to obtain additional information as to what the rotational schedule was and how that had worked

previously, correct?

A. Correct.

Q. On December 4th, that same day, you responded to her and indicated here's what essentially the rotation schedule was and the assignments were within that?

A. Correct.

Q. The next two emails, the email that she sent to you on December 7th and your response, which appear on Pages 2 and 3 of Exhibit 7, are correspondence between you and her to clarify exactly what that rotational schedule was?

A. Correct.

Q. Okay. In that email that you sent on December 7, 2020, you indicated that on November 18th of 2020 is when leadership had asked that you be back in the office full-time?

A. Yes.

Q. Okay. And that would have been the conversation you had with Cheri?

A. Yes.

Q. The following email on December 7th and your response that same day, which appear on the first page of Exhibit 7, you were confirming to Kellie that your supervisors at the time had no knowledge of any need for

an accommodation, right?

A. Correct.

Q. Who specifically were you referring to in terms of your current leadership in responding to this email?

A. At this time, it would have been Jackie Williams.

Q. The director?

A. Correct.

Q. Okay. And at that point, did Jackie -- well, I think I know the answer to this. Strike this.

At that point, you had not discussed, correct, with Jackie your condition or your need for an accommodation or your desire to work from home because of that medical condition, right?

A. Correct.

Q. Okay. We can be done with that.

While we're talking about it, what was the medical condition that you possessed that required you to reach out to Amedisys in early December?

A. I have multiple sclerosis.

Q. When were you diagnosed -- and I'm going to say MS for short. When were you diagnosed with MS?

A. It was in 2011, I believe. Let me see. It was in 2011.

Q. Okay. So long before you became an Asana

employee?

A. Correct, yes.

Q. Do you know who diagnosed you?

A. Yes. Dr. Ambika, A-m-b-i-k-a, Nair, N-a-i-r.

Q. Okay. Is Dr. Nair a male or a female?

A. Female.

Q. Do you still see Dr. Nair?

A. I see the nurse practitioner more, her nurse practitioner, Princy Varghese. I don't know how to spell that.

Q. I think it's P-r-i-n-c-e-y [sic].

A. Yeah. And the last name I know is V-a-r, maybe g-u-e-s-s-e or maybe one S. I'm not sure. I can't recall.

Q. V-a-r-g-e-s-e [sic]?

A. Yes.

Q. Okay. And you would agree that MS is a chronic immune deficiency disease?

A. Yes.

Q. Is it your understanding that MS is progressive in nature?

A. Yes.

Q. So you would agree that, at any given time within an individual's diagnosis of MS, it may impact them differently?

A. Yes.
Q. I don't know the answer to this, and I'm generally curious. Does MS typically progress at the same rate within individuals?
A. No.
Q. Is there any --
A. Not that I'm aware of.
Q. Yeah. Okay. Is there any medication, to your knowledge, that tends or is intended to slow the progression of MS?
A. Intentions, yes.
Q. Okay. Are you on any of those drugs?
A. Yes.
Q. And were you taking those drugs as early as 2011?
A. It would have been after, after the diagnosis.
Q. For sure.
A. So I don't remember exactly when I started because I don't think I -- late, yeah. So, yes, it would have been, like, late 2011 because I got the diagnosis later in the year, but I don't remember the exact dates.
Q. Prior to the discussion that you had with Thang --
A. Uh-huh.

Q. -- in late November of 2020, had you disclosed your MS diagnosis to any managers or supervisors within Amedisys?

A. Yes.

Q. Who?

A. Carol Hardwick.

Q. Okay. And --

A. And --

Q. Go ahead. I'm sorry.

A. I would say Melissa, so Asana/Amedisys since she was still technically employed when Amedisys took over.

Q. Specific to Carol, what was the context in which you disclosed your diagnosis to her?

A. I don't recall.

Q. Okay. Did you ever work with Carol on any type of accommodation that you needed, or was it just more like an FYI?

A. I would say yes, and it was more of a, hey, FYI. And the -- again, going back to the -- going back to the ask of the splitting the schedule, you know, I'm very protective over my disability because I know how it can be perceived, especially when you can't see. So I only disclose what I need to disclose.

And so the ask of that schedule was an ask,

and if that's something that we can do, then I'll apply, and if it wasn't, then I wasn't going to apply for it. But that was a general discussion.

Q. Gotcha. Did you tell Carol at that point that the need for the schedule agreement was somehow related to the MS, or was it just something that you were asking generally?

A. It was something I was asking generally.

Q. Okay. Okay.

A. Because we had been rotating, and I just wanted to know.

Q. Okay. I forgot some names here for a second. Do you know the name of -- by the name of Crystal Nering, N-e-r-i-n-g?

A. I know the name.

Q. Do you know who she is?

A. Not specifically. Like, I heard -- her name would come up --

Q. Okay.

A. -- different deals. I never met her.

Q. Okay. So you never spoke to her, to your knowledge?

A. No, not to my knowledge.

Q. Okay. We talked about Gary Walker, correct?

A. Yes.

Q. Did you ever discuss MS or your MS diagnosis with Mr. Walker?

A. No.

Q. And do you know the name Pam Kinard, K-i-n-a-r-d?

A. No.

Q. Okay. Do you know an individual by the name of Sally Russo?

A. No.

Q. Fair to say that you have never had any conversations or communications, to your knowledge, with Ms. Kinard or Ms. Russo?

A. Correct.

Q. Are you familiar with the name Stephanie Nevelski, N-e-v-e-l-s-k-i?

A. Yes.

Q. Who is she?

A. That's a good question. I don't recall what her position was, but she was kind of higher up.

Q. Okay. Fair to say you never had any conversations or communications with Ms. Nevelski regarding your MS diagnosis?

A. Not my diagnosis, correct.

Q. All right. Following the -- well, let's just do this. I'm showing you now what I've marked

previously as Exhibit Number 8. Providing a copy to your counsel.

Let me start by asking, Ms. Jenkins, whether or not you recognize this document?

A. Yes.

Q. Correct me if I'm wrong, but this is an email sent from Kellie Brady to you on December 3, 2020, correct?

A. Yes.

Q. Is this one of the emails that you reviewed in preparation for today?

A. No, I didn't review this.

Q. Okay. The first line of Ms. Brady's email says, "Thanks so much for taking the time to speak with me today." Do you see that?

A. Yes.

Q. Does that help refresh your recollection on when you would have initially spoken with Ms. Brady?

A. Yes.

Q. Which would have been December 3rd?

A. 3rd, yes.

Q. As part of this email -- and it's not included on this email, but you would agree that you were provided with two forms, correct?

A. Correct.

Q. And ultimately, you returned those forms to the company, which we'll talk about, right?

A. Yes.

Q. But nonetheless, you do acknowledge that you received those forms on December 3rd and were asked to provide a response by December 17th?

A. Yes.

Q. Okay. And you understood that of the two forms, the one referred to as Form A was to be completed by you, and Form B was to be completed by your health care professional?

A. Yes.

Q. Okay. We're done with that.

So you would agree that -- and we've looked at various emails, but within a week or so of you initially reaching out to Thang, you had communicated with Thang, with Ms. Rome, with Ms. Brady, been provided forms and various emails asking for clarification on the rotational schedule and what you were requesting?

A. Yes.

Q. Okay. You ultimately returned the forms that you were provided on December 17th, right?

A. Yes.

Q. Okay. So between December 3rd and when you returned the forms on December 17th, what were you doing

in terms of day-to-day work? Were you at home? Were you still rotating? Were you in the office?

A. No. I was told in November to stop, so I complied with that request.

Q. Okay.

A. So, no, I was at work.

Q. And what were your hours?

A. Seven to five. I was coming in at seven.

Q. When you became the business office manager, you were paid hourly?

A. Yes.

Q. And your base rate was $31.73 per hour?

A. Yes.

Q. And that was true up until the time your employment ended?

A. Yes.

Q. Did you ever work overtime?

A. Yes.

Q. How often?

A. I don't recall specifics.

Q. Is there anything between December 3rd, when you were provided the forms, until December 17th in which you provided the completed forms to Amedisys, anything during that time period that was done to you, that was said to you or anything else that happened that

you believe is important to discuss, other than the fact that you were continuing to come into the office every day?

A. I don't remember the date. I think you probably have a timeline. The only thing that -- it could have been before this date, but it could have been in between that time. I just -- I just do not recall the specific date right now.

It was when Cheri asked me how I was doing and I told her. I was, you know, stressed and needed training, and then she said, do I need to ask Dr. Azar (phonetic) for some Xanax for you, and that did not help the situation.

Q. Okay.

A. And Dr. Azar being our medical director at the time.

Q. Okay. Was it your understanding that Cheri was trying to be funny?

A. I didn't take it funny. It wasn't funny to me.

Q. Yeah. I get that, but my question is whether or not you believe she was trying to be funny.

A. Oh, I don't know what she believed.

Q. Okay. According to the lawsuit you filed, that conversation happened on November 13th of 2020?

A. Yes.

Q. Is that fair?
A. Yes.
Q. You have no reason to dispute that?
A. Correct.
Q. So going back, then, to my question, between December 3, 2020 and December 17th of 2020, is there anything else that happened during that time frame that you believe is important to discuss?
A. I don't think so.
Q. Okay. If you remember something that happened during that time frame as we go, let me know. Okay?
A. Okay.
Q. All right.
A. Besides me having, like, a doctor's appointment? I know -- I believe it was during that time when I started the anxiety/depression medicine. That was -- that happened during that time. I don't remember the exact date.
Q. Is that the --
A. Paroxetine.
Q. Paroxetine?
A. Yes.
Q. Okay. And again, we'll probably talk about this later, but was that the first time you were prescribed antianxiety or depression medicine in your

tenure with Amedisys?
A. With Amedisys, yes.
Q. How about with Asana?
A. No. I mean, I've had medicine before, but no.
Q. No depression or anxiety medicine?
A. No.
Q. Okay.
A. I mean, yes, I've had anxiety/depression medicine before. Not while I was working with this company, Asana or Amedisys.
Q. Okay.
A. Yes.
Q. So during the entire time you were employed with Asana and up until the point you were prescribed this medication, you were not taking anything for depression or anxiety?
A. Correct, correct, correct.
Q. What was the dosage you were prescribed?
A. I don't recall.
Q. Did that ever increase before your employment with Amedisys ended?
A. No.
Q. Did it ever decrease?
A. No.
Q. Did it help?

A. I can't say specifically between the times. I believe that was in December. I don't recall it.

Q. Okay. Has it since helped?

A. Yes.

Q. I mean, still taking it three years later, right?

A. Yes.

Q. Okay. So on December 17th is when you returned the completed forms, right?

A. Yes.

Q. What was the mechanism by which you returned those?

A. Email.

Q. Who did you email them to?

A. Kellie Brady.

Q. At that time that you submitted the forms, what accommodation were you seeking?

A. My ask was to work from home part of the day.

Q. Which part of the day?

A. The end, the evening hours, afternoon hours.

Q. What --

A. I don't remember specifically. I think it was, like, one to four maybe. It's on the document.

Q. Okay. You believe you were -- and I'm just -- correct me if I'm wrong, but I believe that the

document -- and we'll look at it. It says flexible schedule to work from 1 to 4 p.m. at home?

A. Yes.

Q. What were you going to do for that additional hour, from four to five? Because I believe you told me earlier you worked from seven to five.

A. Seven to five, yeah. I came in early.

Q. Okay.

A. The schedule was eight to five, but I came in at seven to get things done that I needed to do. And I think in my ask, it was still the seven to -- the seven to 12 or 1 or whatever it was in the office. So the time frame was still going to be the eight-hour shift.

Q. I see. So you would be done working at 4 p.m.?

A. Correct.

Q. Okay. If you were --

A. If I was going in at seven.

Q. And allowed to work from home?

A. And allowed to work, yes.

Q. And tell me why you believed that that -- I'll call it an accommodation -- would suffice for you.

A. Because partly energy level for me, it's higher in the morning hours, and as the day progresses, it gets worse. Symptoms, back spasms, everything that I experience gets worse as the day goes on. So that

accommodation would have allowed me to rest in a different position and, I guess, focus a little bit more because I had the energy level and what I need to accomplish could done in the morning hours of the day.

Q. There's a lot to unpack there, I think.

A. Yes.

Q. The first part being you said you were experiencing back spasms as the day would go on, and I think you alluded to fatigue?

A. Yes.

Q. What other symptoms, if any, did you experience as the day would go on that you believed would be alleviated if you were allowed to work from home or at least addressed?

A. Concentration, being able to use the bathroom when I needed to use the bathroom, in a more private setting than what was available, and focus. So the fatigue, the spasms, the restlessness, concentration.

Q. Okay. The care center in Fort Worth had a bathroom, right?

A. There was a bathroom in the office building where our care center was located.

Q. Okay. And you had equal and unbridled access to that, right?

A. Yes.

Q. Okay. So you could go to the bathroom whenever you wanted to?

A. That's not what you said. You asked me did I have access to it. I have access to the bathroom. Whether or not I can just up and leave what I'm doing and go to the bathroom is a different question.

Q. Okay. Is there anything that prevented you from getting up and going to the bathroom when you needed to?

A. Uh-huh, having to answer phones and be there for that, being in the -- during a short time, the only person in the office.

Q. Okay. You would agree that at the care center, you had the ability to roll the phones over to an answering service, correct?

A. I did not know that.

Q. You didn't know that?

A. No.

Q. What would you do when you left at the end of the day?

A. Well, at the end of the day, but not during the daytime.

Q. Okay. You didn't know you could roll it over during the day to someone else?

A. I could -- not to an answering service.

Sometimes we would roll it over to -- I rolled it over to the other BOM who was working, yes.

Q. Okay.

A. But that --

Q. No. Go ahead.

A. Yes.

Q. So you could roll the phone over to someone else if you had to get up and go somewhere or go to the restroom?

A. I could. My need to go to the bathroom is not that -- it's very sporadic. So taking that time to roll the phone over is not -- it's not always an option.

Is it an option? I guess I could have rolled the phone over if I needed to, but me getting there -- and the bathroom was down the hallway. It wasn't, I guess, like, in a suite or a suite thing. It was a shared bathroom.

Q. How far would it have been? Maybe a better question is, how long did it take you to get there?

A. Like, a minute or two.

Q. A minute or two?

A. Yeah.

Q. Okay. Prior to Cheri telling you that she wanted individuals to come back to the office full-time, who was answering the phones on days that you were at

home?

A. Whoever worked in the office.

Q. Okay. So on the occasions that you had to go to the bathroom, is there anything that prevented someone else in the office from answering the phone when it would ring?

A. If they were in the office, they could answer the phone.

Q. And on the occasions -- well, let me ask you this. Did you ever answer the phone while you were working from home?

A. I believe so, yes.

Q. There was the ability to do that remotely, to your knowledge, or not?

A. Someone in the office would have to, you know, roll the phone over to me, yes.

Q. Right, right.

A. I want to say, yes, I've taken -- I took a call or two when I was working from home.

Q. Do you know the mechanics in which someone would roll that call over to -- would it be your cell phone?

A. Yeah. I'm trying to -- let me think. You asked me if I -- if I received phone calls from home, and I'm trying to remember specifically.

Q. Yeah. No problem.

A. I know that there are times when someone would call me, like, the other employee would call me.

Q. Sure.

A. I've rolled the phones over to, like, the BOM before or, you know, to someone else before, but I think when I -- the days that I worked from home, if there was a need, they would just call me. Whoever was answering the phone, if there was something -- if it wasn't through email, then they would call me, and I would call whoever back.

Q. Understood. Okay. What was it about working from home during the hours of 1 to 4 p.m. that would address the issues you were having, the back spasms, the concentration, the bathroom issue and fatigue?

A. Privacy and then the ability to be able to lay down. I could still be on the computer doing the work if I was, like, laying down and not having to, like, just sit up and be up in a chair the whole time.

Q. Okay. Anything else?

A. Also not -- you know, not answering the phones, per se, if I was working from home. I don't know because I don't know -- it never happened.

So I don't know what that would have looked like, but in my mind, I wouldn't have been answering the

phone. So I could focus on whatever the job duties were at that time to focus on. You know, I guess, quiet, you know, uninterrupted setting versus being in the office with the phone and having to do those multiple things at the same time.

Q. You would agree that, for all intents and purposes, the business office manager at your care center was responsible for taking the calls, correct, that would come in unsolicited, for example?

A. Partly, yes.

Q. Explain to me how you would lay down at your home and work.

A. I mean, it didn't happen, so --

Q. Well, what was your idea? I mean, you were requesting to work from home. Clearly, you had a plan, right?

A. Yeah. If I needed to lay down, then I could lay in my bed, you know, with a pillow, propped up, or sit on the couch, lay with my feet up, propped up, and still be on the computer and do what I needed to do.

Q. Okay. And, then, you indicated that the other issue was privacy?

A. In the bathroom, yes.

Q. In the bathroom?

A. Yes.

Q. So that's specific to the bathroom?
A. Specifically to the bathroom.
Q. Was the bathroom at the Amedisys care center in Fort Worth that you had access to a shared bathroom?
A. Yes. With multiple stalls, yes.
Q. Was the privacy just a personal preference, or was it something that assisted you in the MS?
A. It's assistance with needing to clean myself up, needing -- so, like, a bathroom that has a sink -- more that has a sink with it. If I, you know, need to take care of myself, clean myself up, I could.
Q. Okay.
A. I couldn't do that there.
Q. Because the sink was in a communal area?
A. Yes.
Q. When did you first start to notice these symptoms that would require you to work from home?
A. They -- they were always present.
Q. Okay. When you were working as the -- essentially the volunteer coordinator for Asana, were you in the office?
A. Sometimes.
Q. Do you work from home other times?
A. Uh-huh.
Q. Is that a yes?

A. Yes. Sorry.
Q. On the days that you were in the office as a volunteer coordinator, were you there the whole day?
A. It varied.
Q. There were occasions?
A. Yes.
Q. During the time in which you were employed with Amedisys, was there ever a time in which you had to clean yourself up as you've described?
A. Yes.
Q. How many times?
A. I don't recall specifically.
Q. And I don't mean to pry, but unfortunately, it's sort of part of the case.
A. I understand.
Q. Is it something that is potentially uncontrollable?
A. Yes. It is bowel and bladder uncontrollable.
Q. Okay.
A. I don't have control over that.
Q. Is that always true?
A. Is it always true? It's uncontrollable. It's unpredictable. So, yes, it's -- the word "always" kind of gets you. Is it always true?
Q. Right.

A. Like, I just went to the bathroom.
Q. Sure.
A. But can it happen where I don't -- yes, I'm not in control of it.
Q. But I guess what I'm trying to get at is that potential emergent situation is not limited to the hours of 1 to 4 p.m., right?
A. No, it's not. Correct, correct.
Q. So other than having privacy in the restroom, having the ability in the event you needed to lay down and then a presumption that you wouldn't be required to answer the phone during those hours, is there anything else that working from home permitted you to do that working in the office did not?
A. I think it's covered, just the focus.
Q. Yeah. Okay. Do you have any of the same issues while working for Weatherford?
A. Issues or symptoms?
Q. Symptoms.
A. Yes.
Q. Okay. And you've told us earlier you have not requested any accommodation from them?
A. Correct.
Q. So how are you able -- or what differentiates the job at Weatherford versus what you did at Amedisys

that allows you to be there full time?

A. The bathroom is right next door to my room, and it's a private bathroom. So as far as that is related, I have access to a private bathroom with -- the sink and the toilet area is right there.

Q. Okay.

A. And I can walk out of my classroom anytime and go to the bathroom.

Q. Okay.

A. So memory and concentration, those are still an issue. That -- that hasn't changed.

Q. Okay. Fatigue as well still an issue?

A. Yes, still an issue.

Q. So the only difference is that the bathroom is private and closer?

A. It is.

Q. But everything else remains essentially equal?

A. Uh-huh.

Q. Is that a yes?

A. Yes.

Q. Okay. Did you ask Weatherford to be put in the location that you're at?

A. No.

Q. Just happenstance?

A. It did happen when I went to go and tour where

the classroom was that was already there, so I didn't have to ask for it.

Q. Okay. Did you ever inquire with Amedisys as to whether or not there was the ability to provide you access with a private bathroom within the building?

A. No.

Q. Did you ever specifically request that?

A. No.

Q. All right. Let's look at this. I'm showing you what I've previously marked as Exhibit Number 9. Copy to your counsel. Ms. Jenkins, do you recognize this document?

A. Yes.

Q. What is this document?

A. It's the Form A or the form that I had to fill out for my request for accommodation.

Q. So in the December 3rd email, which we had marked as Exhibit 8, this would have been the document, uncompleted at the time, referred to as Form A --

A. Yes.

Q. -- right? Okay.

So you took that document. You completed it out. Is that fair?

A. Yes.

Q. And, then, this is the document, Exhibit 9,

that you returned to Kellie Brady on December 17th, or at least one of them?

A. Yeah. I'm just going to stand.

Q. Yeah. No problem. Did you have any assistance in completing this document?

A. No.

Q. Okay. And where did you complete this document?

A. What do you mean "where"?

Q. Let me back up a little bit and lay a foundation. If you go to the third page of this Exhibit Number 9, there's a signature. Do you recognize that?

A. Yes.

Q. And that's your signature?

A. Yes.

Q. Okay. And you signed that document after you had completed it on December 17th?

A. Yes.

Q. Of 2020?

A. On December -- yes.

Q. Okay. And so I assume -- and correct me if I'm wrong -- that you filled out this document using some type of computer?

A. Yes.

Q. Was that your work computer or a personal

computer?

A. I don't recall.

Q. Okay. On the second page of this document, you identify Dr. Nair and then Princy, correct, as your health care providers?

A. Yes.

Q. Okay. And you indicated on this same document, above their names, that a physician or other professional had recommended the specific accommodations that you allude to in this document, correct?

A. Recommend a specific accommodation, yes.

Q. And was that Dr. Nair or Princy or both that had recommended that?

A. That was Princy who filled out the form.

Q. Okay. So let's put that aside and look at the next one. I'm showing you what's been marked as Exhibit 10. Providing a copy to your lawyer.

Let me ask you, Ms. Jenkins, if you recognize this document?

A. Yes.

Q. And tell me what this document is.

A. This is the request for accommodation Form B from the doctor.

Q. Okay. So this document was blank at the time it was provided to you as an attachment on that

December 3rd email, which was Exhibit 8?

A. Yes.

Q. And this is the document that Princy had completed on your behalf?

A. Yes.

Q. And you returned this exact document to Kellie Brady on December 17th, along with Form A, correct?

A. Yes, yes.

Q. Form A being the one we just looked at, Exhibit 9, right?

A. Yes.

Q. Okay. Did you work with Princy or discuss this form with her in any fashion other than just say, perhaps can you fill this out?

A. Yes. I believe -- I don't recall.

Q. How did it get to Princy?

A. I dropped it off at the doctor's office.

Q. Okay. Do you remember when you dropped it off and --

A. I don't remember the date that I dropped it off.

Q. Okay. After Princy had completed it, how did it come back into your possession?

A. I went and picked it up.

Q. Did you speak to her when you picked it up? Princy's a girl, right?

A. Yes.

Q. Did you speak to Princy when you picked it up?

A. I don't recall.

Q. How long -- and correct me if I'm wrong, but Princy dated this document December 15, 2020 --

A. Uh-huh.

Q. -- to your knowledge?

A. Yes.

Q. How long, prior to that date, had you been visiting Princy as a health care professional?

A. Oh, I don't know when she became -- I don't recall specifically.

Q. Several years?

A. Could be. I don't recall specifically how long she's been the nurse practitioner.

Q. Okay. Did you review Exhibit 10 in its completed form prior to submitting it to Kellie?

A. I'm quite sure I looked at it, yes, sir.

Q. Okay. Did you have any questions or concerns that you addressed with either Kellie or when you provided it to -- strike that.

Did you have any questions or concerns, after you reviewed it, that you discussed with Princy?

A. No.

Q. Did you have any questions or concerns or context in which you provided when you provided the form to Kellie?

A. No.

Q. Okay. After this form was provided to Amedisys on December 17th --

A. Uh-huh.

Q. -- did you ever provide any supplemental forms?

A. I don't think so, no.

Q. Have you ever had any discussions, that you recall, with Princy regarding this form, Exhibit 10?

A. I know after I was let go.

Q. Okay. What did you say to Princy and what did she say to you as it relates to this form after you were let go?

A. I don't recall word for word exactly. She was just like, I'm sorry you got let go from the job. I mean, I remember that part, but I don't remember specifics.

Q. On the first page of Exhibit Number 10, there is some checked boxes. Do you see those?

A. Yes.

Q. And you would agree that on the second checked box, she indicated "no" in response to the question of

whether or not your impairment substantially limits a major life activity?

A. Yes.

Q. On the second page of Exhibit 10, she also, you would agree, about halfway down, indicated that your job functions were not impeded by your impairment, correct? She checked the box for "no"?

A. She did, yes.

Q. And on the bottom of the second page, Princy had indicated that the accommodations that you could potentially receive are working from home, as needed, and being able to take leave if you're feeling sick, correct?

A. Yes.

Q. Okay. Now, let's see. You can put that one aside.

On December 31st, you received an email from Kellie Brady denying the requested accommodation, correct?

A. Correct.

Q. I'm showing you what I've marked as Deposition Exhibit 11. A copy to counsel. Do you recognize Exhibit 11?

A. Yes.

Q. And this is the email that you received from

Kellie on December 31, 2020?

A. Yes.

Q. Okay. From December 17th, on the day in which you provided the forms, until December 31st in which you received this email, were you still working full-time in the office?

A. I was.

Q. Okay. And during that time frame, did you have any other conversations with anyone, or did anything happen during that time frame that you believe is somehow relevant or related to your claims?

A. Not that I can recall.

Q. Okay. Going back to Exhibit Number 11, I notice at the top of this document, which was, I believe, provided by the EEOC, you had forwarded this document to yourself on January 13th?

A. Yes.

Q. Why did you do that?

A. Because I was off of work, and I was put on leave, and I needed documentation that was sent that I wouldn't have access to otherwise.

Q. Okay. You were placed on leave, and we'll talk about that. But what was it about being placed on leave that prompted you to send yourself this email?

A. I needed information, proof of any information,

conversations that I wouldn't have access to otherwise because it was work email versus -- it wasn't -- it was a work conversation.

Q. Did you suspect at that point that you were being fired?

A. I didn't suspect it, but to be proactive.

Q. Thought it was a possibility?

A. Thought it was a possibility.

Q. Okay. Proactive for what?

A. If I needed to recall a conversation.

Q. Okay. Were you planning at that point, if you were going to be fired, to file some type of lawsuit or a claim?

A. Yes. I was looking into the EEOC claim.

Q. Okay. When did you begin looking into that?

A. I don't recall the date exactly.

Q. Okay. And I received your discovery responses yesterday, which we'll talk about in a little bit, and as part of that, there were numerous documents that I think you sent yourself. Is that correct?

A. Uh-huh.

Q. Is that a yes?

A. Yes.

Q. Okay. Some of those include patient information and patient names and identifiers. And so

my question is, other than the ones that your lawyers produced in the case, do you have any other Amedisys documents with patient identifiers on it?

A. No.

Q. Okay. Do you have physical copies of those, or are they electronically stored somewhere?

A. Of what?

Q. Of anything with a patient identifier on it.

A. That would have been -- I think it's just electronic copy.

Q. Okay. We'll formalize this with the Court, but I'm just going to request that you and your counsel treat those as confidential for now --

A. Oh, yes.

Q. -- given the patient identifiers.

A. Yes.

Q. Did you ever ask permission from anyone to obtain or take with you Amedisys documents with patient identifiers on them?

A. Not that I can recall.

Q. What was the purpose for taking the documents with patient identifiers?

A. That was the document that was -- the question in hand of why I was terminated or let go.

Q. Okay. And I understand that, but my -- I guess

my question is why. What was the purpose for taking that document?

A. Because I felt like I was wrongfully let go.

Q. Okay. The email on Exhibit 11, that you received on December 31, 2020, informed you that following the interactions that Kellie and Amedisys specifically had with you, that the company was denying your request for an accommodation, correct?

A. Correct.

Q. And in this email, she says to you that they have determined that you are not a qualified individual with a disability. Do you see that?

A. I do.

Q. Okay. Did you ever ask Kellie or talk with her about what that meant?

A. No, I did not.

Q. And you never spoke with her or responded to this email to indicate that you had questions or disagreed or anything like that, correct?

A. Correct. I don't recall that I did.

Q. She indicates here that there are leave options that might be available to you and that, in the event that you needed a leave, you could contact Met Life, correct?

A. Correct.

Q. Did you ever reach out to Met Life at any point after receiving this email?

A. No.

Q. Okay. After receiving this email on December 31st of 2020, did you speak with anyone at Amedisys, up until the point that you were suspended, to question it or to disagree with it or anything?

A. Not that I can recall.

Q. And apart from perhaps the holidays over the new year, for all intents and purposes, you were in the office working full-time?

A. From when?

Q. From December 31st up until the point you were suspended. That's a good question.

A. I came back to work on the 5th, I believe, because I was off that Monday, yes. So I came -- yes.

Q. We had looked earlier at Exhibit 10, which was Form B, and you told us and agreed that Princy had recommended one of the potential accommodations you could receive would be to take leave when you felt sick, right?

A. Yes.

Q. And Kellie, in this email, was advising you on the ways in which you could achieve that leave, correct, if you needed it?

A. Yes.

Q. Okay. As you sit here today, do you know who made the decision to deny your request for an accommodation?

A. I don't know.

Q. As you sit here today, and other than the emails that you would have exchanged or conversations you had with Kellie, do you know what process Amedisys engaged in to analyze your request?

A. I believe it was just the emails and these forms.

Q. Okay. What leads you to that conclusion?

A. Because that was the only conversation, was --

Q. Right. You know what you know, right?

A. Right.

Q. But behind the scenes, you don't know what they were doing?

A. Correct, correct.

Q. Okay. So December 31st, you received this email?

A. Uh-huh.

Q. Right?

A. Yes.

Q. Is there anything else that happened prior to that date that we haven't discussed that you think is

important or somehow relevant or related to your claims in this lawsuit?

A. Not that I can think of.

MR. KECK: Okay. Why don't we take another five or ten-minute break, if you guys are good with that, and then we'll hopefully be on the downhill for some of this.

THE REPORTER: Off the record, right?

MR. MASTERSON: Oh, yeah.

(A recess was taken.)

MR. KECK: Okay. Let's go back on the record.

Q. (BY MR. KECK) You understand that you're still under oath?

A. Yes.

Q. Okay. So as a hospice provider, you would agree that Amedisys receives funding from the government. Is that correct?

A. Yes.

Q. Reimbursement through Medicare and Medicaid, for example?

A. Yes.

Q. As part of that and as a condition of participation in Medicare, you would generally agree that there's rules and requirements that Amedisys has to

follow, right?

A. Yes.

Q. Are you familiar with the acronym EOB?

A. Yes.

Q. Can you tell me what that means?

A. Election of benefits.

Q. Okay. And what is your understanding of an election of benefits?

A. That is the form that the patient signs when they come onto -- or start hospice.

Q. Okay. So let's break it down a little bit. It's a form that is presented to the patient that he or she -- a hospice patient specifically, right?

A. Yes.

Q. -- that he or she needs to sign in order to not only begin hospice, but more specifically, for Amedisys to bill for that service, right?

A. Yes.

Q. Okay. You understand that the election of benefits form is a requirement of the federal government?

A. Yes.

Q. Okay. And you understand that it is a legal document for all intents and purposes?

A. Yes.

Q. Do you have any reason to dispute that there's specific regulations published by the federal government that apply to election of benefits forms?

A. No.

Q. Have you ever read those?

A. Not that I can recall.

Q. Okay. Are you generally familiar with the notion that Amedisys's failure in this case to comply with the election of benefits requirements would potentially render the company ineligible for certain hospice services?

A. Yes.

Q. And ineligible for payment specifically?

A. Yes.

Q. Okay. Do you recall, as you sit here today, what is on an election of benefits form?

A. Not in its entirety.

Q. Do you recall anything?

A. Yes.

Q. What do you recall?

A. I know that there's, like, the doctor -- the doctor's name. I know that the patient or their representative's signature. I believe the nurse signs it as well. The patient's name is on there.

Q. Okay. Also, does it indicate the condition

that the -- or conditions that the patient may have?

A. I don't -- I don't recall.

Q. Okay. You're aware that an election of benefits form must be signed by the patient after it's completed, right?

A. Say that again.

Q. Sure. You're aware that the election of benefits form must be signed by the patient or his or her designee, caregiver perhaps or a family member, after it's completed, meaning after it's filled out?

A. Yeah. When they fill it out, then they need to sign it, yes.

Q. Okay. Did you have any understanding that the elections of benefits form is -- its purpose, at least in part, is to prevent fraud?

A. No. I'm not aware of that.

Q. One of the requirements -- and we'll look at an election of benefits form, but one of the requirements of that form is that the patient gets to decide who his or her caregiver is, right?

A. Yes.

Q. And that form is intended, at least in part, to document that decision --

A. Yes.

Q. -- right?

And the idea behind it -- correct me if I'm wrong or if this is not your understanding -- is that it would add an additional layer preventing a health care provider or anesthetist, for example, a company from imposing health care on that patient, right, telling them they have to go use someone?

A. Correct.

Q. Okay. Maybe the easiest thing to do -- we're not going to go through all those. Don't worry about it.

Before I show you this, let me ask you, do you recall specifically ever being provided with any policies that relate to election of benefits?

A. I don't recall.

Q. Okay. You told us earlier -- and I don't think we need to go back, but you recalled or didn't have a reason to dispute that you had undergone an election of benefits training, correct?

A. Yes, correct.

Q. So maybe this will go quick. I'm showing you what I've marked as Exhibit Number 4. For the record, this is entitled Election of Hospice Benefit. It's an Amedisys policy that is earmarked at Policy AA-004.

Let me just ask you generally, have you ever seen this document before?

A. Not that I can recall.

Q. Do you have any reason to dispute that it would have been presented to you as part of the training that you undertook with respect to election of benefits?

A. No reason to dispute. I just can't recall.

Q. Okay. All right. That's all I need. Let's look at -- all right.

I'm showing you what I have marked as Exhibit 14. Again, this is a document that has several emails back and forth on it. Okay? And we're going to -- well, let me first stop and say, take a look at this and let me know if you recognize this email string, at least insofar as the ones that you're a party to.

A. Yes. I'm aware of it.

Q. Okay. You're familiar with those?

A. Yeah. Familiar with it, yes.

Q. And we'll talk about them more in detail. Before we do that -- and at the heart of all of this relates to an election of benefits form for a patient that we're going to talk about. Okay?

I will tell you that I think those patient's initials are WC. Do you have any reason to dispute that?

A. No.

Q. That is, in fact, correct, right?

A. Yes.

Q. Okay. So what I'm going to ask you to do today is refer to that person as WC versus his entire name. Okay?

A. Yes.

Q. So let's turn to the very back of this exhibit, at least the second to last page, which reflects an email on January 4th from Tina Kolb, K-o-l-b, in which you were a party, indicating that a manual bill hold had been placed on an individual with the initials WC, right?

A. Yes.

Q. The purpose for that manual bill hold was because the elections of benefits form, at least according to Ms. Kolb, was not completed correctly. Is that fair?

A. Not that it wasn't completed correctly. It wasn't -- they didn't have it.

Q. They didn't have it?

A. Huh-uh.

Q. Okay. On January 5th is the date that you returned to the office, correct?

A. Yes.

Q. And you uploaded the form that was missing for WC?

A. All forms.

Q. All forms, including that one?

A. Yes.

Q. Okay. Later that morning, which appears on Page 9, Tina sent another email in which you were also copied on, indicating that the form had been received, but the manual bill hold remained in place because there were certain parts of the election of benefits that was incomplete?

A. Correct.

Q. And the manual bill hold is -- do you have any understanding of what that is?

A. Yeah, I -- yes.

Q. It's essentially that we're not going to bill for services until we know that the documents are in order?

A. Correct.

Q. Okay. At that point, Tina, on the January 5, 2021 email, indicated that the attending physician area of the form was incomplete and that the start of care date was not entered --

A. Correct.

Q. -- correct?

Less than an hour later, you respond to that email and say, "error corrected, forms uploaded,"

correct?

A. Yes, correct.

Q. Okay. And we'll talk about what happened in that time period, but essentially, you had uploaded an updated form?

A. Correct.

Q. Okay. Thereafter, that same day, at 11:39, Tina responds to you asking -- or indicating that the bill hold had been released at that point and indicating there may have been other issues that she thought existed with the form --

A. Uh-huh.

Q. -- correct?

A. Correct.

Q. Okay. And at that point, you informed her in response that "it's the exact form. I just located the attending and entered the start of care date"?

A. Start of care, yes.

Q. Okay. Thereafter, on January 5th at 11:59 a.m., Tina responds, including you and an individual by the name of Tricia Thumann, T-h-u-m-a-n-n, asking whether or not the corrections to the election of benefits form that you uploaded were done correctly. Is that correct?

A. Correct.

Q. On the first page of this document, later that same day, on January 5th, you email Crystal Nering, N-e-r-i-n-g, indicating "Crystal, quote, let me first admit that I made a huge mistake. I take ownership in that, but my thinking is, either way, we will need to readmit this patient and get the consents re-signed, end quote." And it does continue thereafter. You wrote that email, correct?

A. I did.

Q. Okay. Who is Crystal Nering?

A. Here, it says she is the regional director of clinical operations.

Q. Okay. Do you have any reason to dispute that's who it is?

A. No.

Q. Okay. And who is Evangeline Ozurigbo, O-z-u-r-i-g-b-o?

A. She was the clinical manager.

Q. At the --

A. At Fort Worth.

Q. At the Fort Worth care center?

A. Care center, yes.

Q. Okay. In your January 5th email to Crystal Nering on the first page of Exhibit 14 where you indicate that you admit that you made a huge mistake,

what was the mistake that you made?

A. After having the phone conversation with Tina earlier, I had wrote in the doctor's name -- not signature -- name and the date, the start care date, which was December 31st. And so, after having a conversation with her, she was like, you can't do that. I was like, oh, well, I didn't know that.

Q. Okay.

A. So that is what the mistake was, me writing the doctor's name and the start of care date on that form.

Q. Okay. So it's your testimony that you were unaware that you had made a mistake until after you had made the revisions to the election of benefits form for WC?

A. Correct.

Q. Okay. And after you were made aware of that, that's when you reached out to Crystal, Jacqueline and Evangeline to let them know that?

A. Correct. Well, I think there's something missing. There's something missing in here. I don't know what it is, but there was -- there's like another conversation that happened in order for me to get to just Crystal. And I don't -- we don't have it, so I don't know what that conversation is.

Q. We may not have it yet.

A. Okay.

Q. Hold on. Let's look at it. So I'm showing what I have previously marked as Exhibit 15. Providing a copy to your counsel.

This is essentially the same email string that we were just looking at except that there is an email on the second page in which Tricia emails Tina and indicates that Crystal Nering is involved. Is that right?

A. Yes.

Q. Following that, on the first page, Tina responds to Tricia and copies Ms. Nering as well as other individuals, correct?

A. Correct.

Q. At that point, is that how you obtained Crystal's information?

A. I still don't think so. I know that there was a conversation. After I got off the phone with Tina, Jackie was in the office by then, and I went to her, and I was like, look, I apparently just made a big mistake. And she's like, what, what happened. I was like, well, these papers were here on my desk, I uploaded, I did, blah, blah, blah, blah. And I'm just responding to what's going on, and so then she got involved.

But there's something missing, but -- I

mean, yeah, I contacted Crystal, but there's -- there's another conversation that happened.

Q. Okay.

A. But at the end of the day, essentially, yes, I'm letting her know, yes, I made a mistake. After I found out, I took ownership of that.

Q. Uh-huh.

A. Because on that document, I put my initials by it because I was the one who put that information there.

Q. Okay. And, then, since we have it in front of us, Exhibit 15, that separate email string continues, and you emailed Jacqueline on January 8th to explain what happened. Is that correct?

A. Yes, because I believe she asked me what my thinking was, if I'm not mistaken.

Q. Okay.

A. There's another conversation. So this was the 5th when I came back. The 6th, I still went to work. I think the next day is when they let me -- put me on leave.

But, yes. So someone asked Jackie, I guess, what -- if she sent it to me. She was like what was your process, what was your thinking process. So this is my response, part of the response to that, and I did that on two different occasions.

Q. Provided your response to Jacqueline, you mean?
A. Yes.
Q. Because I believe you also wrote an email on January 22nd that also outlined what you --
A. Right.
Q. -- were thinking, correct?
A. Correct.
Q. So insofar as this January 8th email is confirmed, as reflected on Exhibit 15, on that final sentence of your -- or second to final sentence on your email, you indicated that, "quote, after a phone call with Tina and looking at my mistake, I recognized that what I did was not the correct plan of action. I took and take ownership of that."
A. Yes.
Q. Right?
A. Yeah, after I -- yes.
Q. At any point before -- and again, we'll talk about the actual election of benefits form that's at issue here. But at any point before you made the revisions to the election of benefits form did you consult any policies or procedures or prior trainings as to what should or could be done in that situation?
A. No. I don't recall, no.
Q. Did you talk to anyone to ask?

A. I don't recall.

Q. Did you consult the election of benefits training that you had told us you had no reason to dispute, completing on October 1st of 2020, to determine whether or not that addressed the situation?

A. No.

Q. Okay. So in your explanation, you made what you believe to be an innocent mistake, that it wasn't intentional, but it was a mistake?

A. Yes.

Q. Is that fair?

A. Yes.

Q. Okay. I want to look at two documents. First, we are going to look at what I have marked as Exhibit 12.

A. Uh-huh.

Q. This document has been redacted in black with respect to any patient identifier. But the question I have for you is, do you recognize this document, notwithstanding the redactions?

A. Yes.

Q. And this is the election of benefits form at issue related to the patient, WC, correct?

A. Correct.

Q. Okay. The highlighted portions of this

document, which I understand you may not have ever seen before, but those were the parts of the document that you completed, right, when you attempted to fix it?

A. The name, yes, and the address of the document, yes. Yes.

Q. Everything that's highlighted, right?

A. I don't recall checking that box, but the name, that's my handwriting and signature --

Q. Okay.

A. -- next to it, and the date.

Q. Do you have any reason to dispute that you checked the box, or you just don't remember doing it?

A. No reason to dispute it, I guess.

Q. And next to the changes, you signed your name, correct?

A. Correct.

Q. And you completed the revisions that are in highlight on Exhibit 12 on January 5th, right?

A. Yes.

Q. Okay. And you dated the part that's in the date for December 31st of 2020, correct?

A. Correct.

Q. Okay. So at the time that you, I want to say, altered the election of benefits form that we see in highlight on Exhibit 12, those parts were actually

blank, right?

A. Yes.

Q. Okay. Now, I'm going to show you what I've marked as Exhibit 13, and my only question for you is, is Exhibit 13 the election of benefits document for patient WC that you ultimately uploaded after you had made the corrections without the highlights?

A. Yes.

Q. So this is actually how the document looked when you uploaded it, correct? In other words, it didn't have the highlights on it or the redactions?

A. Yes.

Q. Okay. You said you spoke with Tina that informed you that you shouldn't have done this?

A. Yes.

Q. And that was on January 5th, right?

A. Yes.

Q. After you spoke with her, did you go back and review any documents to determine whether or not what she was telling you was correct?

A. Yes, yes. Looking at the documents, the physical forms in hand, yes.

Q. My question was, did you go back and look at any policies or procedures to determine what she was telling you was correct?

A. No.
Q. You just took her word for it?
A. Yes.
Q. Okay. I'm not saying you shouldn't have. I'm just asking. Okay.
The email that you sent to Jacqueline Williams on January 8, 2020, which is Exhibit 15, up until the point that you sent that email, have you told me everything that relates to your claims in this lawsuit?
And again, we'll talk about what happened after, but up until that point. In other words, is there anything that happened between December 31st, when you received that accommodation denial, up through January 8th that you believe is relevant or related to your claims that we haven't talked about?
A. Oh, besides -- no, no.
Q. Okay.
A. I'm sorry.
Q. Go ahead.
A. We haven't talked about training and my ask -- and my request for training.
Q. Okay. Tell me about that.
A. So in taking the business office manager position, I was going through training, so to say, with

Dr. Sherrod, who was regional business office manager. Training was sporadic, and when she would come in, sometimes she would be in the conference room. Sometimes she would be sitting with me and kind of going through some things, but it wasn't like a constant training.

And so I did ask for training several times. She had given me, like, a phone a friend. I do not recall the lady's name. It was another care center, not the Dallas office.

And I did reach out one time to -- it was like, hey, I need some help on this. That person specifically emailed me back a 781-page manual on where to find the answer. I was like, okay, I will not reach out to you again. That is not what I was asking for.

And I let Gary know. I let Cheri know. I let Stephanie Nevelski know I needed training. And I had asked for training for not only the BOM position, but also the BOS position, once that role was dropped into my lap. So I just want that to be --

Q. I appreciate that. But prior to January 8th, do you know about how many times you reached out to a leader to ask for additional training?

A. I don't recall.

Q. Okay. Was it more than twice?

A. Yes.

Q. Okay. Was it more than five times? Just trying to get an idea.

A. Let's just say five. We could say five.

Q. About five, give or take?

A. About five times, give or take, yes.

Q. The BOM, the phone a friend that I think you referred to, did you reach out to her to ask questions about the election of benefits?

A. No.

Q. Did you consult the manual about the election of benefits?

A. No.

Q. What types of questions were you asking Gary and others in terms of specific training that you thought you needed?

A. I can't recall it being very specific. I just asked for general, day-to-day what does this process look like.

I know that there was several times that I had to reach out to Dot through text or email or phone call, hey, how do you do this, how do you do this. And I know she's not -- she didn't just work for my care center. She was regional.

Q. Right.

A. So that was all of the time, like --
Q. And I believe you've produced some text messages in this case that reflect that, right?
A. That I had, yes, yes.
Q. Did you reach out to her to discuss the election of benefits form and what can be done or should be done?
A. No, not that morning, I didn't.
Q. You could have, right?
A. Could I reach -- I probably could have reached out.
Q. Did you ever specifically request from any of your superiors to redo or obtain additional training as it relates to the election of benefits form?
A. No, because generally, this -- this had never been an issue, never -- this was a one-time thing.
Q. It was an outlier, right?
A. A what?
Q. An outlier, not something that was typical.
A. Yes, correct.
Q. Okay. All right. I appreciate that additional clarification and context. Anything else prior to January 8th that you want to discuss, January 8th of 2021?
A. I would like to say that, you know, this email

was sent on the 4th.

Q. What email are you talking about?

A. I'm sorry. The email requesting the election of benefits and the start of care for the patient.

MR. MASTERSON: What number?

THE WITNESS: I'm sorry. Exhibit 15.

Q. (BY MR. KECK) Okay.

A. 15 or 14, both. You can look at either -- you can look at 15.

Q. You're talking about the initial email from Ms. Kolb --

A. Yes.

Q. -- indicating about the manual bill hold?

A. Yes. So the initial email dated Monday, January the 4th, 9:01 a.m., included myself, Gary, Cheri, Dot. And, then, later on that day, it included Jackie. Jackie and Eva both were in the office that day.

Q. Uh-huh.

A. I was not. And so to go back to your Exhibit 4 --

Q. Uh-huh.

A. -- under the policy --

Q. Uh-huh.

A. -- it says -- second paragraph.

Q. Okay.

A. It says, "It is the responsibility of the hospice registered nurse, social worker, licensed practical nurse, administrator or DOO, clinical manager, chaplain, volunteer coordinator or bereavement coordinator to review the election of benefit with the patient and/or patient's representatives and obtain necessary signatures at the initiation visit and prior to rendering care. A verbal election of benefit is not allowed."

Q. Yeah.

A. I'm saying that to say that document should have never been put on my desk uncompleted, and I -- I came in. I just did my job. My job was to upload it, put it in the patient chart. And then I got the email of it's not right. I'm like, I just had a conversation with the nurse.

Q. Uh-huh.

A. Because she was a travel nurse, but she was our permanent travel nurse, about this patient being admitted and who the doctor was. And that's the only reason why I put that information, because I knew the information. We talked about it. Why it wasn't filled out, I don't know.

Q. Right.

A. But it should not have come to me incomplete. I just wanted to point that out.

Q. No. And I tend to agree with you, and I also think that, based on that language that you just read, it would seem to indicate that it shouldn't be completed by anyone else after the fact either, right?

A. That's true. But there are people who were in the office that could have admitted -- took care of whatever needs to be taken care of --

Q. Right.

A. -- before -- the patient was already on service technically, but not legally, I guess.

Q. Well, there was a manual bill hold in place, right?

A. Right.

Q. Following January 8th at some point, you were suspended?

A. Yes.

Q. Is that what you had told me earlier?

A. Yes.

Q. What was the date that you were suspended?

A. I think it was on the 11th.

Q. Okay. Who informed you of the suspension?

A. Jackie and Dot.

Q. And did they tell you why you were being

suspended?

A. Yes. Well, yes, put on leave with pay as they -- "they" being the company, Amedisys -- investigate this form and everything and, I guess, decide what they're going to do.

Q. Okay. What had happened with respect to the alterations that were made, you mean?

A. Correct.

Q. Do you know who made the decision to suspend you?

A. No.

Q. When you were suspended, were you suspended with or without pay?

A. With.

Q. With pay. Was it your understanding at that point that the company was going to be doing an investigation?

A. Yes.

Q. Following that point, do you have any specific understanding as to what investigation was done?

A. No.

Q. Do you know who was involved in the investigation?

A. No.

Q. Two days after your suspension is when you

began to forward yourself the emails?

A. Yes.

Q. So I take it when you were suspended, you still had access to your emails?

A. Yes.

Q. On or about January 22nd, I believe you were asked again by Jackie to provide a written statement, right?

A. Yes.

Q. So from the time that you were suspended on January 11th up until the time that you provided your statement on January 22nd, did you have any interactions with anyone from the company?

A. No, not that I can recall.

Q. Okay. You were at home receiving your pay, but on suspension pending the investigation?

A. Correct.

Q. And I didn't ask you, but I should tie the timeline up. Between January 8th and January 11th when you were suspended, did anything happen to you, or did you witness or have any conversations with anyone that you recall that you believe is applicable in this case?

A. Not that I can recall.

Q. Okay. All right. I'm showing you what I've marked as Exhibit 16, and you can put those all in a

pile. She'll need to get those when you're done.

A copy to your counsel. Again, just so you're aware and so the record is clear, I have taken liberty to redact any patient identifiers in Exhibit 16. But notwithstanding that, do you recognize this exhibit?

A. Yes.

Q. Can you tell me what it is?

A. It is my response to a request from Jackie.

Q. Okay. And this email was specifically provided to Jackie in response to her request that you do so, right?

A. Yes.

Q. Okay. And correct me if I'm wrong, but this was intended to -- for you to provide your thought process on January 5th.

A. Yes.

Q. Okay. Prior to providing this statement or speaking to Jackie in which she requested that you provide this statement, had you been made aware of any decisions the company was going to make or had made with respect to your employment?

A. No.

Q. And at the time you provided this statement, you don't know one way or another whether or not a decision had already been made, right?

A. Correct.
Q. In this statement, again, you admitted to altering the form, the election of benefits form for WC, correct?
A. Yes.
Q. In this statement, you claim that you, quote, do not recall going over the dos and don'ts of the EOB, end quote, correct?
A. Correct.
Q. We've established today that you have no reason to dispute that you did, in fact, have elections of benefits training just a few months prior, though, correct?
A. Correct.
Q. In this email, you also tell Jackie that you were diagnosed with MS, correct?
A. Correct.
Q. Prior to this email, had you informed Ms. Williams of your diagnosis?
A. No.
Q. And as you sit here today, are you aware of whether or not Ms. Williams relayed that information to anyone?
A. Not that I'm aware.
Q. So in terms of current employees as of --

current Amedisys employees as of January 22nd, the only people that knew you had MS were Jackie, Thang, Nicole Rome and Kellie Brady, insofar as you're aware?

A. Yes.

Q. Okay. Up until January 22nd, anything else happen in that time frame that you want to add, clarify or discuss?

A. Not that I can think of at the moment.

Q. Okay. After you provided the statement on January 22nd, as reflected in Exhibit 16, when was the next time you communicated with anyone from Amedisys?

A. That I can recall, I believe it was the 27th or the 28th, the day that she asked me to come to the office.

Q. Okay. And that would have been the date that you were notified of --

A. Yes.

Q. -- your termination?

A. I apologize. Yes.

Q. You've done well. Okay.

So when you were asked to come to the office, I think we established earlier that was January 28th of 2021. Does that sound right?

A. Yes. It's on one of the documents that I signed. I think it was the 28th.

Q. The termination form?
A. Yes.
Q. Who was present for that meeting?
A. In person, it was just me and Jackie, and Gary was on Teams, or on the phone call.
Q. Could you see him or --
A. No.
Q. You said phone call, so you could --
A. Just like a --
Q. -- hear him?
A. Yes, I could hear him.
Q. I know you know where I'm going. Just try to hold off before you interrupt me. Okay?
Can you tell me what you recall was said during that meeting?
A. Not word for word. I just know it was about the paperwork, so --
Q. But you were told at that point that the company had decided to terminate you, correct?
A. Yes.
Q. And you were told that it was because you had altered the election of benefits form for WC, correct?
A. Yes, yes.
Q. Prior to that date, had you consulted with any attorneys?

A. No.

Q. Prior to that date, had you researched how to file a charge or go to the EEOC, for example?

A. I don't recall.

Q. Okay. Do you recall saying anything in response to the company telling you at that meeting that your employment was going to be terminated?

A. Say that again.

Q. Sure. Do you recall saying anything during the meeting in which you were informed that the company was going to terminate your employment?

A. What do you mean? Did I say something, like --

Q. Yeah. They told you they were firing you?

A. Yeah.

Q. What did you say?

A. Oh, I don't recall.

Q. Okay. I assume that after that, you gathered your things and that was it?

A. Yes. Well, I made a copy of the form that I signed so they could have a copy of my point of view.

Q. Okay. So let's back up. At the meeting, you were presented with a termination form, correct?

A. Yes.

Q. Did anyone walk through that form with you?

A. Jackie.

Q. All right. I'm showing you what I've previously marked as Exhibit Number 17. Copy to your lawyer. Do you recognize this document?

A. Yes.

Q. And is this the termination document that you were presented on January 28th of 2021?

A. Yes.

Q. The part that is in blue above the signature lines, that's completed in your handwriting, correct?

A. Correct.

Q. And the signature on the bottom left portion of this is your signature, correct?

A. Correct.

Q. And you dated this January 28th of 2021, which was the date you were presented with it?

A. Correct.

Q. Okay. On the first line here, you had written, "This was not backdating. The date was the" --

A. "Same."

Q. -- "same date. The nurse" --

A. I don't even know what I wrote.

Q. "And" -- do you know that word?

A. Oh, "and failed to enter."

Q. Okay. You had completed the election of benefits form for WC on January 5th, right?

A. I entered in the two pieces of information that was missing, yes.

Q. Okay. And you had indicated that the date in which the nurse had seen the patient was December 31st, correct?

A. Correct.

Q. Which was six days prior to the date that you had changed the form?

A. Correct.

Q. Okay. The second handwritten portion, which you've marked with an asterisk, can you read that slowly for us?

A. "Email was sent asking for me to take action."

Q. Okay. What email are you referring to?

A. Exhibit 15.

Q. Okay. Where in Exhibit 15 does it tell you to take action?

A. Page 5, from Tina Kolb, it says, "The records had been placed on manual bill hold. Please locate" --

THE REPORTER: Okay. Start over and slow down.

THE WITNESS: Oh, I'm sorry.

A. On Page 5, Exhibit 15, the bottom, from Tina Kolb, Monday, January 4, 2021, 9:01 a.m. The email states, "These records have been placed on manual bill

hold. Please locate and upload the election of benefits and informed consent paperwork for WC." And then it says, "Please advise when the admission variance is addressed."

Then I responded -- well, I uploaded the forms. And, then, on Page 4, from Tina Kolb, "Good morning. The EOB, slash, consent forms were uploaded this morning. However, the manual bill hold remains in place for the following EOB. Attending physician area is incomplete. Unknown if the patient caregiver is election, their own attending or not."

"Number 2, EOB start of care date is not entered. Please review, confirm and advise me when these variances are addressed."

Q. (BY MR. KECK) So where in those two emails does Tina or anyone else tell you to take action?

A. That was my understanding.

Q. Okay. What action were you -- did you understand you were being instructed to take?

A. The start of care date, which was December 31st, and the physician.

Q. Uh-huh. Well, she asked you to review, confirm and advise her when the variances are addressed?

A. Uh-huh.

Q. Right?

A. Uh-huh. That was my interpretation.
Q. Just bear with me. She tells you to review, confirm and advise her when the variants are addressed, correct?
A. Correct.
Q. Nowhere in here does she say alter the election of benefits form, does she?
A. That was not her words, correct.
Q. Nowhere on here does she say to fill in missing information on the election of benefits form, correct?
A. Correct.
Q. Okay. So she wants the variances addressed, but there's nowhere on here in which she indicates essentially how to do that, right?
A. Correct.
Q. Okay. The final handwritten portion on Exhibit 17, can you read that to us slowly?
A. "After having a conversation with Tina Kolb that what I did was wrong, dot, dot, dot, not before."
Q. Okay. And that's what you talked about earlier, right?
A. Correct.
Q. Okay. After you wrote those responses or rebuttals on Exhibit 17, you were given a copy, and that was the end of the conversation?

A. Yes.

Q. Okay. After that date, did you have any discussions with anyone from Amedisys at all?

A. Not that I can recall.

Q. Up until January 28, 2021, when you signed this document, have you told us everything insofar as you're aware that refers or relates to your lawsuit?

A. Yes.

Q. Okay. Just a couple more. Some of these are going to go quickly.

All right. I'm showing you what has been marked as Exhibit 24, which is the complaint filed on your behalf in this case. Just a few questions, the first being, have you seen this document before?

A. Yes.

Q. Okay. Do you recall whether or not you reviewed it before it was filed?

A. Yes.

Q. And at that time and to the present, insofar as you're aware, everything contained in Exhibit 24 is true and accurate?

A. Yes.

Q. My first question is on Paragraph 4.24 of this document, which appears on Page 5 --

A. Okay.

Q. And I'm paraphrasing here, but you were advised by someone to file a compliance complaint that resulted in another employee being terminated?

A. Yes.

Q. And as I understand it, that employee was alleged or thought to have altered documents?

A. Yes.

Q. Okay. Who was that employee?

A. Cheri.

Q. Cheri was the employee that was terminated?

A. Yes.

Q. Are you aware of any medical conditions that Cheri has?

A. Not that I'm aware of.

Q. As you sit here today, do you know who made the decision to terminate your employment?

A. No.

Q. And you told us earlier, correct, that you don't know who was even involved with the investigation?

A. Correct.

Q. I am showing you what I have marked as Exhibit 19. Providing a copy to your counsel.

Ms. Jenkins, I will represent to you that this is the charge of discrimination that I believe you filed in this case. Do you recognize this document?

A. Yes.

Q. And according to this document which we obtained from the EEOC, you digitally signed this document on March 5th of 2021. Is that correct?

A. Correct.

Q. Using that date as a benchmark, does that help or does that somehow indicate to you on when you would have first reached out to the EEOC?

A. No. I think -- well, it was way before March. I will say that.

Q. Okay.

A. Because I had to, like, do it online, and then you had to wait for an opening. You have to wait and wait and wait until you get an appointment. So it was before this date of me reaching out to them.

Exact date, I don't know, but it was before March, sometime between January and February. I just don't know. But by the time I actually got an appointment with them and was able to speak with someone and actually get this written up, then this is -- yes, this is March.

Q. Understood. Okay. Do you have any communications with the EEOC prior to this March 5, 2021 date?

A. I don't.

Q. Is that how they would have communicated with you to set that appointment?
A. Is what how they would have communicated?
Q. The email.
A. I don't recall that. I don't recall.
Q. Okay. All right. I'm not probably as familiar with the charge filing process as your attorney is, but do they send you a draft of this before you sign it?
A. This?
Q. Yes.
A. Yes.
Q. Okay. And that happened on this case, and you reviewed it and signed it?
A. Yes.
Q. Okay. And you signed that under the penalty of perjury, correct?
A. Yes.
Q. Okay. In this charge, you -- and about halfway through, if you look at it, you checked the box for disability, correct?
A. Correct.
Q. Okay. And you were intending to assert a claim for disability discrimination. Is that correct?
A. Correct.
Q. Okay. And that disability relates to the MS?

A. Correct.

Q. Okay. You would agree that nowhere on this document is there any reference to the termination of your employment, right?

A. Correct.

Q. Rather, what this document refers to is the decision to not allow you to work from home that we talked about earlier today, correct?

A. Correct.

Q. Okay. As of March 5, 2021, when you digitally signed this charge, you had already been terminated by that point, correct?

A. Correct.

Q. Okay. And this is the only charge that you filed, right?

A. Correct.

Q. Okay. When you filed that charge, did you have an attorney?

A. No.

Q. I lost my train of thought.

A. Welcome to my world.

Q. My wife says that happens all the time. She told me a story the other day -- this is completely irrelevant, but she told me a story the other day that -- she's like, you know, I understand that you work

for our family, but you wouldn't be able to get to work if I didn't know where your keys were. That's true.

Okay. We talked earlier about what benefits you may have received at Amedisys, but again, I want to make sure. You don't recall what those were, what the value were, what they entailed?

A. I don't.

Q. Okay. Have you ever been convicted of any felonies?

A. No.

Q. Couple of names that I want to talk about. Does the name Kenneth Hunter ring a bell to you?

A. No.

Q. Do you maintain any social media?

A. Yes.

Q. What do you have?

A. LinkedIn and Twitter.

Q. Okay. Are you active on either of those?

A. Yes.

Q. Have you posted anything about MS on either of those?

A. Not that I can recall.

Q. Okay. Have you posted anything related to Amedisys on there?

A. No.

Q. When you were applying to become a teacher, were you asked about why your employment with Amedisys ended?

A. Not that I can recall.

Q. At any point from the end of November of 2020, apart from what you've told us with respect to the antidepressant that was prescribed, but have you seen any physicians, counselors, members of clergy or anyone to discuss any of the events that occurred at Amedisys or any of the intended effects that it caused on you?

A. Say that again.

Q. That was a really bad question.

Let's go back. You had told me earlier that you were prescribed an antidepressant?

A. Uh-huh, yes.

Q. Who prescribed that?

A. It was a nurse practitioner, Dolly Barton. I can't remember her last name.

Q. Dolly, D-o-l-l-y?

A. Yes.

Q. And what was the last name?

A. I can't recall. It's with a B. I can't recall.

Q. I'll call her Dolly. Does Dolly have a specialty?

A. Not that I'm aware of.
Q. Had you seen Dolly before for anything?
A. Not that I can recall.
Q. How did you find Dolly?
A. Through my hospital network that I would go through.
Q. Okay. Was Dolly someone that you saw on a continuing basis after she prescribed the antidepressant?
A. I can't recall specifically.
Q. Is Dolly still the prescriber of the antidepressant?
A. No.
Q. Who is now?
A. I just had an ongoing prescription.
Q. Well, at some point, I imagine you're going to run out of refills, right?
A. Yes.
Q. Have you done that yet?
A. No.
Q. Okay. So the initial prescription was good for three years?
A. I don't think it's been three years. Maybe it has. I don't know. I guess.
Q. Two and a half, I guess. It was good for two

and a half years from the time it was prescribed until the present?

A. Uh-huh, yes.

Q. I've got to visit Dolly.

Other than Dolly, have you seen any other health care provider for any depression, anxiety or other emotional issues?

A. No.

Q. When you met with Dolly, did you tell her what you believed were the stressors that were causing you to feel the way you were?

A. I don't recall, but -- I mean, I told her something. I don't recall specifically what I said.

Q. Do you remember discussing Amedisys at all with Dolly?

A. It's possible.

Q. You don't remember one way or another?

A. I don't remember.

Q. The decision to not allow you to work from home, did that impact you emotionally in any way?

A. Yes, it did.

Q. How?

A. Emotionally, physically. When I get stressed out, it -- it bothers my body a lot, even now. But a lot of it is emotionally, like what am I going to do,

how am I going to continue on, what -- just what -- I don't remember everything that was playing through my mind, but, yeah, emotionally and physically.

Q. Okay. Anything else? I don't want to cut you off.

A. I'm trying to think. Yes, mentally as well, just to try to be able to focus --

Q. Yeah.

A. -- to do my day-to-day.

Q. Specifically the decision to not allow you to work from home, though?

A. Uh-huh.

Q. Yeah?

A. Yeah.

Q. Okay. Did that ever -- those feelings improve over time?

A. I don't know that -- I don't know that they did. I don't know because -- no, they did not improve over time.

Q. What were the -- you said emotional and physical. What were the physical symptoms that you experienced as a result only of the decision not to allow you to work from home?

A. Increased issues with concentrating, physical -- how can I describe it? I'll say the stress

which caused the pain, which caused, like, these little tics and twitches. That's the best way that I can --

Q. Okay.

A. That's one of the best ways that I can possibly describe that.

An increase in anxiety and depression. So that -- the MS is with sleep and fatigue. And fatigue is not the same thing as sleep when you talk about someone with MS. That's -- those are two different things.

Q. Right. Did you suffer from a lack of sleep?

A. Yes.

Q. Anything else?

A. Nothing that I can recall at the moment.

Q. Did those symptoms and what you were experiencing emotionally and physically change with the decision to terminate your employment?

A. No.

Q. They remained?

A. Yes.

Q. Did they improve or get worse at any point?

A. They did not get -- they did not improve.

Q. Okay.

A. Because I have to replay this.

Let me rephrase that. I'm not going to say

I have to replay it. I replay it in my mind, and it's just emotionally.

Q. And you were still, after the decision to terminate your employment, experiencing depression and anxiety?

A. Yes.

Q. If that's, in fact, the case, why didn't you go back to Dolly or any other nurse practitioner or doctor to say this isn't working?

A. To say what's not working?

Q. The medication.

A. I mean, it -- I'm not going to say that it's not working, but it's not going to -- it didn't alleviate the symptoms altogether, if that's what you're asking about the medicine. Like alleviated symptoms altogether --

Q. Uh-huh.

A. -- no.

Q. Did the medicine improve them?

A. To an extent, but they're still there. It was still there.

Q. I guess I'll go back to my question. Is there a reason why you haven't gone back to Dolly or any other health care provider to say, I'm still having these symptoms, albeit in whatever form they're in?

A. I mean, I have an appointment coming up, but that's not -- that wasn't the question like you asked past, but I have one coming up.

Q. For that purpose?

A. And others, but, yes, for that. That is definitely on the radar.

Q. Okay. So putting that appointment aside, is there a reason why, in the last two and a half years, you haven't done that?

A. No, no reason.

Q. And you had indicated, I think, prior to Asana Hospice, that you had at times in your life been on antidepressants?

A. Uh-huh, yes.

Q. And antianxiety medicine?

A. Yes.

Q. From the time that you became employed with Amedisys until the present, other than what I'm sure is stress related to MS, have you had any other major medical issues?

A. No.

Q. Any other major stressors in your life during that time period?

A. During what time period?

Q. From the time you became employed with Amedisys

until today.

A. Just aside from losing my job and just dealing with, you know, the repercussions of that. But, no.

Q. In other words, no marital issues, no deaths in the family, things like that?

A. We have marital issues due to me not -- you know, losing my job, but that's -- that's it.

Q. Any other stressors?

A. No.

Q. Other than the text messages that you provided in this case, have you exchanged or did you possess any text messages with any other Amedisys employees?

A. No.

Q. Have you spoken to any Amedisys employees since your employment with Amedisys ended?

A. Amedisys employees, no.

Q. Anyone that you worked with while at Amedisys?

A. Yes.

Q. Who?

A. They're listed. Jakeena Sweet, Erica Dockins, Lori Elliott, Pamela Brown. Of course, CJ -- or Carol Hardwick and Dot -- Dorothy Sherrod, Jamie Graves. I think that is it.

Q. You've spoken to all those people since your employment with Amedisys ended?

A. Yes.

MR. KECK: Can you read those to me again?

(Requested text read)

A. And Jessie Lopez.

Q. (BY MR. KECK) Have you discussed this case with any of those individuals?

A. Yes.

Q. Which ones?

A. All of them.

Q. What have you discussed -- is it Sweet?

A. Yes.

Q. -- with Ms. Sweet?

A. That they would be contacted at the time by EEOC in regards to, like, work from home and our schedule and, you know, all those -- those things.

So each one of them were a part of that rotating schedule, work from home. They were all there. And so that was the conversation of letting them know that they could be contacted by EEOC.

Q. And other than the rotational schedule, does Ms. Sweet have any other information or knowledge related to any of your claims?

A. Not that I can recall.

Q. Okay. Ms. Dockins, who is she?

A. She was the -- she was, like, a chaplain and

bereavement coordinator.

Q. Same types of conversations with her?

A. Same.

Q. Okay. And other than her knowledge relating to the rotational schedule, did she have any other information related to your lawsuit or your claims?

A. No. I'm sorry. That's going to be the same for all of them that --

Q. Right. Not CJ, right?

A. Well, not -- not -- well, she would know a little bit more, only because she knew about the MS. You know, we had that conversation prior, but --

Q. She knew what she knew prior to her leaving Amedisys?

A. Correct.

Q. But she was gone long before the rotational schedule was put in place, or at least until it was taken away, I should say?

A. Yes. Right before, yes.

Q. Okay. Ms. Elliott, same thing?

A. Yes.

Q. Ms. Brown, same thing?

A. Correct.

Q. Ms. Graves?

A. Yes.

Q. And Ms. Lopez?
A. Yes.
Q. Apart from what we've already talked about with Ms. Lopez otherwise today?
A. Correct, yes.
Q. And then also with Dot Sherrod, apart from what we've otherwise talked about today?
A. Yes. And the Eva, Evangeline Ozurigbo.
Q. What was her position?
A. She was the clinical manager.
Q. Okay. That's good. Have you discussed with any of those individuals an election of benefits form?
A. Not that I can recall.
Q. Were any of those -- all those individuals were at one point or another employed at the Fort Worth care center?
A. Except for Jessie.
Q. Jessie?
A. Jessie worked at the Dallas care center, correct, but, yes, correct, everyone else.
Q. And we talked about those earlier?
A. Correct.
MR. KECK: Okay. Let's take five minutes. I think I'm almost done. Okay? Let's go off the record.

(A recess was taken.)

THE REPORTER: Go ahead.

MR. KECK: Okay. Let's go back on the record.

Q. (BY MR. KECK) Ms. Jenkins, you understand that you're still under oath?

A. Yes.

Q. Okay. The antidepressants that we've been referring to, are you taking those in -- do you take those regularly?

A. I was.

Q. Okay. When did you stop?

A. December of last year. Wait a minute. This is 2023. January -- I was trying to -- I slowed down taking them January 2022. I still have them.

Q. Right. So that helps me understand. Why did you stop taking them?

A. Just how I was feeling. At that time, by that time, I felt like I was doing a little bit better, but I started back taking them.

Q. When did you start back taking them?

A. What month is this? We're in February. Probably around September, October of last year. This is '23, so '22.

Q. Okay. So you stopped taking antidepressants

for about nine or ten months?

A. Yeah, about eight months.

Q. And you said you stopped taking them because you were feeling better?

A. I started to feel a little -- at least I thought I did, yeah.

Q. Did you stop taking those upon the advice of a medical provider?

A. No.

Q. You just made that decision and stopped?

A. I did.

Q. Okay. And I assume the converse is true; you've made the decision on your own to restart them?

A. To restart them, but I'm going -- I have an appointment to see my doctor to talk about that.

Q. When you stopped taking them in January of 2022 -- and I assume this is true, but when you say you were feeling better, it's because the depression and anxiety had improved by that point?

A. Thought it did, yes.

Q. Okay. And is it possible that it could have improved because the medication you were taking was working?

A. Could be, yeah.

Q. Because it got worse after you stopped, right?

A. Little bit, yeah.

Q. Okay. The other question I have for you is, prior to Asana Hospice, the employers that you worked for from that point back to 2011 when you were diagnosed with MS, were any of those positions remote?

A. No, not -- not remote.

Q. You were in the office, in other words?

A. Yes, part-time for some of them. And the job prior -- right prior to Asana, which was Kindred Hospice, it was the same position, so I was in and out. I wasn't in the office, like, every day.

Q. When you weren't in the office, what were you doing?

A. I would either work from home or be out in the field.

Q. Okay. What would you do in the situations where you were out in the field and had to use the restroom?

A. I can go home or -- I mean, like, if I just had to, I mean, like, stop and use the bathroom?

Q. Uh-huh.

A. I mean, I knew where I could stop and use a public bathroom. It's not the ideal place, but --

Q. Right. I guess what I'm trying to understand is one of the issues that you identified earlier was

this bathroom -- proximity to the bathroom, right?

A. Yes.

Q. And I guess my question was, I'm just trying to reconcile that with your previous employers and how you were able to perform those jobs when you didn't have access to a bathroom. Clearly, driving home, no matter where you're at, is going to take longer than walking down the hall.

A. Right. I mean, if I have to, I'll just have an accident on myself. Then I would have to clean up.

Q. Okay.

A. That's -- you know, yes, if my body goes and I have to use the bathroom, I have to use the bathroom. I can't control that.

Q. Right.

A. And how can I explain it? It's -- those issues have gotten worse. Let me put it like that. They've gotten worse over time and not better.

Q. Okay. When did they get worse?

A. Probably starting 2016, 2017.

Q. That's when they started to get worse?

A. Uh-huh. Like the frequency.

Q. Is that a yes?

A. Yes.

Q. Were they worse, better or the same in 2017

when compared to November of 2020?

A. Was it worse in 2017? Is that what you're saying?

Q. Is it worse, better or the same?

A. In 2017 is when you're asking?

Q. Correct.

A. Compared to 2020? It would be better in 2017 versus 2020, yes.

Q. Okay. Other than what we've talked about today, is there anything else that you want to add, clarify, discuss that you don't think we talked about that you believe is important?

A. Not that I can think of.

Q. Okay. Do you believe that I've been fair with you today and haven't tried to trick you, for example?

A. Yes.

MR. KECK: Okay. The only thing that I'll say before I rest here is that we'll reserve the right to recall you to testify only on the fact that we received discovery yesterday that indicated several responses would, in fact, be supplemented. So I don't know what that entails, but depending on what that is, we'll reserve that right. So with that, I don't have any further questions.

MR. MASTERSON: We'll reserve questions

until time of trial.

THE REPORTER: Okay. Off the record.

(End of proceedings at 3:28 p.m.)

(According to Federal Rule 30(e)(1), the deponent or party must request to read and sign before the deposition is completed. No request was made, so signature is considered waived for this transcript.)

STATE OF TEXAS X

COUNTY OF DALLAS X

I, LISA M. DURHAM, Certified Shorthand Reporter duly commissioned and qualified in and for the State of Texas, do hereby certify that there came before me on February 9, 2023, at the offices of Kilgore & Kilgore, PLLC, located at 3141 Hood Street, Suite 500, in the City of Dallas, County of Dallas, and State of Texas, the following named person, to wit: TIEL ARMON JENKINS, who was duly sworn to testify the truth, the whole truth and nothing but the truth of her knowledge touching and concerning the matters in controversy in this cause; that she was thereupon examined upon her oath and her examination reduced to typewriting under my supervision; that the deposition is a true record of the testimony given by the witness and that signature of the witness, pursuant to Federal Rules of Civil Procedure Rule 30(e)(1)(A) and (B), as well as Rule 30(e)(2):

_____ was requested by the deponent and/or a party before completion of the deposition.

XXXXXX was not requested by the deponent and/or a party before the completion of the deposition;

And that the amount of time used by each party at the deposition is as follows:

MR. KECK: 03:34:22

MR. MASTERSON: 00:00:00

I further certify that I am neither attorney for, nor related to or employed by, any of the parties to the action in which this deposition is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

Given under my hand and seal of office on this the 16th day of February, A.D., 2023.

Lisa M. Durham, Texas CSR #6651
Veritext Legal Solutions
Firm Registration #571
300 Throckmorton Street
Suite 1600
Fort Worth, Texas 76102
(817) 336-3042
Expiration Date: 01/31/24

amedisys

POLICY MANUAL

**THIS POLICY MANUAL IS NOT A CONTRACT, EITHER EXPRESS OR I

EXHIBIT
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with the Amedisys Corporate Compliance Plan (which is available in electronic format at each location, and on the Company's intranet website at

Compliance Support Center

Compliance Plan

Compliance Code of Conduct

It is important to note that violating the law could subject Amedisys and the individuals involved to civil and/or criminal proceedings, regulatory action and private lawsuits. Further, any director, officer or employee who violates the policies and guidelines in the Code will be subject to disciplinary action, up to and including termination of employment or removal as a director and may be personally liable to the Company and/or its shareholders and/or third parties (including but not limited to the federal and state government).

The Company has established audit procedures to detect illegal practices. However, if you become aware of an ethical or legal violation, including violation of the policies in the Code, you have an obligation to report it to the Company's Chief Compliance Officer or to the Company's Compliance Hotline (1.800.464.0020).

1.4 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

It is the policy of Amedisys not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law. This prohibition applies to all employment practices, including recruitment, job application, hiring, training, promotion, transfer, compensation, job assignments, benefits, discipline, demotion, termination and/or any other terms and conditions of employment. This policy applies to all jobs at the Company, and throughout the duration of employment. It is our goal and our commitment to treat our employees, and our applicants for employment, equally without regard to any characteristics protected by law, and to make all of our employment decisions based solely on legitimate, job-related criteria. Employees who violate this policy by engaging in prohibited discrimination or harassment will be subject to disciplinary, up to and including termination.

DISABILITY & RELIGIOUS ACCOMMODATIONS

In addition to prohibiting discrimination and harassment, Amedisys is committed to and shall provide qualified employees with reasonable accommodations of their required religious observances and their physical or mental disabilities. Employees and applicants are encouraged to inform their supervisor, or their Employee Relations Consultant in Human Resources, if they need a reasonable accommodation to perform the essential functions of their job. Thereafter, Amedisys will engage in the good faith interactive process with the employee to determinate what, if any, reasonable accommodation can be provided to the employee without posing an undue burden on the Company. In the case of disability accommodations, consultation with the employee's medical provider may be required. Any related questions should be directed to Human Resources, specifically to the employee's Employee Relations Consultant.

ANTI-RETALIATION

Any employees who witnesses, is subject to, or in good faith believes this anti-discrimination policy has been violated is encouraged to report it to their supervisor, Human Resources, or any officer of the Company. Such reports will be investigated promptly, fairly, and as thoroughly and as confidentially as the circumstances warrant. Amedisys will take the corrective action necessary to resolve any potential violation of the policy, up to and including termination, and the Company will not tolerate discrimination in the workplace. Amedisys prohibits the taking of any adverse employment action against someone who makes or supports a good faith report that this policy has been violated, or who participates in the investigation thereof. Any violator of this anti-retaliation policy will be subject to disciplinary action, up to and including termination.

AFFIRMATIVE ACTION

Amedisys will solicit the cooperation and support of all employees for the Company's Affirmative Action Programs. Our Affirmative Action Programs include an audit and reporting system of our minority and veteran employment statistics, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of affirmative action in accordance with applicable law. The Company's programs of affirmative action are available for inspection in the Human Resources Department, Monday through Friday, from 9:00

a.m. to 5:00 p.m. upon request. In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of this policy or Amedisys's Affirmative Action Programs.

1.5 HARASSMENT

Amedisys is committed to providing a welcoming, safe and professional workplace for all employees that is free from all forms of harassment. Harassment of any Company employee based on the employee's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law is strictly prohibited and will not be tolerated. Any violation of this policy will result in disciplinary action up to and including termination.

The law prohibits harassment when it rises to the level of a hostile work environment. A hostile work environment is defined as unwelcome conduct that is sufficiently severe or pervasive to alter the conditions of the victim's employment and create an abusive working environment. Our policy, however, prohibits all conduct that may constitute harassment, even if it does not yet rise to the level of a hostile work environment under the law. Such conduct undermines the integrity of the employment relationship, is inconsistent with our values, and impairs our organizational goals. All employees must be allowed to work in an environment free from unwelcome or offensive conduct that could be reasonably considered or could comprise unlawful harassment. Such prohibited conduct includes, but may not be limited to, offensive remarks, jokes, gestures, materials, and other conduct aimed at or targeting an employee's racial or religious identity, their sex, age, ethnicity, disability, or any other characteristic protected by law. Our employees must, and are therefore expected to, treat one another – as well as patients, and third parties – with respect and dignity. Anything less will not be tolerated.

Unwelcome harassment prohibited by Amedisys can also be sexual in nature, such as unsolicited or undesired sexual advances, comments or overtones. Requests or insinuations for sexual favors and quid pro quo harassment (i.e., when the satisfaction of sexual demands is made the condition of job benefits or continued employment or is used as the basis for employment decisions regarding the individual)) are strictly prohibited. Again, all Amedisys employees are expected to treat each other with respect and dignity. Sexual harassment, and all conduct that comprises it, is not allowed in our workplaces, and will result in disciplinary action, up to and including termination.

Employees who experience any form of harassment should report the offensive conduct immediately to their supervisor. If employees know of harassing behavior, they should likewise report the conduct immediately to their supervisor. If a reporting employee prefers not to discuss the matter with his/her supervisor – for any reason, but particularly if the supervisor is the alleged wrongdoer – the employee should report the matter directly to an Employee Relations Consultant in the Human Resources Department, or to any Executive Officer of the Company. An employee can also call the Amedisys Help Desk at 888-777-4312, option 1 for Human Resources, to file a complaint or the Compliance Hotline at 800-464-0020.

Amedisys will not take any adverse action against employees who make a good faith report of harassing conduct or who otherwise support the reported or participate in the investigation of the same. Neither will the Company tolerate those who treat employees adversely for that reason. When a complaint or report of harassment is received, it will be investigated promptly. Amedisys will conduct investigations of such conduct in a fair manner and be as thorough and as discreet as the circumstances allow.

This policy applies to all applicants and employees and prohibits harassment, discrimination and retaliation whether engaged in by employees, a supervisor or manager, or even by someone not directly connected to Amedisys (e.g., an outside vendor or consultant). Conduct prohibited by this policy is not allowed at Company workplaces, properties, in any patient home, during any work-related travel or transit, and at any Company setting, function or social event.

Any questions regarding this policy should be directed to either the Human Resources Department or the Legal Department.

The Help Desk toll-free phone number is 888-777-4312, option 1 for Human Resources.

1.6 INDIVIDUALS WITH DISABILITIES

Amedisys is committed to providing equal opportunities in employment for qualified individuals with disabilities in accordance with all applicable provisions of the Americans with Disabilities Act ("ADA") and similar state and local laws. It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, perceived disability, or a record of a disability. All employees, even those with a disability, must be able to safely and adequately perform the essential functions of their job with or without a reasonable accommodation. Consistent with this policy, Amedisys will provide reasonable accommodations to any qualified individual with a disability, who need such an accommodation in order to perform the essential functions of his or her job, provided that such accommodation does not pose an undue hardship on the Company.

1.7 REQUESTS FOR DISABILITY OR RELIGIOUS ACCOMMODATION

DISABILITY

Qualified individuals with disabilities who may need an accommodation of their disability to perform the essential functions of their job may make a request for the same to their manager/supervisor or to an Employee Relations Consultant in the Human Resources Department. Upon receipt of such a request, the manager/supervisor and the Employee Relations Consultant will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability, its negative impact upon or conflict with the individual's essential job functions, and the potential accommodation(s), if any that could alleviate those problems.

The Company will determine the feasibility, or reasonableness, of any potential accommodations considering various factors, including, but not limited to, the nature and cost of the accommodation, the facility's overall financial resources and organization, the impact of the accommodation on the requesting employee, and its impact on the operation of the Company and/or the facility where the employee works, including its impact on the work demands and burdens of other employees and on the Company's and/or the facility's ability to conduct business.

Employees are expected to fully cooperate in the accommodation process. The duty to cooperate includes making complete and sincere efforts to provide management with current medical information as needed for the Company to ascertain its obligations and the employee's rights. Employees who do not meaningfully or timely cooperate in the accommodation process will lose the potential for an accommodation, due to their failure to engage in the good faith interactive process.

Following the conclusion of the good faith, interactive process, the Company will communicate whether an accommodation of the employee's disability can be reasonably provided without posing an undue hardship. If so, it will be implemented as soon as practical. If not, the Company will communicate with the employee about their options and their continued employment with Amedisys going forward.

RELIGION

Amedisys is also committed to and will reasonably accommodate the religious practices of its employees. The process for an accommodation of individual's religion are similar to disability: (1) the employee should request an accommodation (to either their supervisor or an ERC), identifying the conflict between their required religious observance(s) and the essential function(s) of their job; (2) the employee must engage in the good, faith interactive process with Amedisys to see what, if any, reasonable accommodation can alleviate that conflict without posing an undue burden on the company; and (3) Amedisys will make its determination regarding the same job can be done, communicate the outcome to the employee, and, if an accommodation can be made, the Company will implement it as soon as practical. Whether a requested accommodation can be provided will be determined based on the facts and circumstances of each particular case.

An employee or job applicant who has questions regarding this policy, or who would like to make an accommodation request, or who believes that there has been discrimination or denial of a reasonable accommodation in violation of this policy should notify an Employee Relations Consultant by calling the Amedisys Help Desk toll-free phone number: 888-777-4312, option 1 for Human Resources Employees can also contact the Compliance Line anonymously at 800-464-0020. All such inquiries or complaints will be treated as confidential to the extent practicable. No employee will be retaliated against for their good faith participation under this policy, or for seeking an accommodation hereunder,

in the terms and conditions of their employment. Violation of Amedisys anti-retaliation policy will result in disciplinary action, up to and including termination of employment.

1.8 JOB POSTING/TRANSFERS

Amedisys is committed to building careers, promoting from within and developing our own leaders. All employees are encouraged to apply for positions for which they qualify. Job openings may be posted on the Amedisys website. Job postings will contain the following information: A) job title, B) location of position, C) skills, education and experience required, and D) contact name and deadline for application. Job openings should be posted for a minimum five (5) days to allow any internal candidates that may be interested in the job to apply.

Any employee who wants to transfer to another position or the same position in another location is required to: be in good standing, apply for the position, meet the minimum requirements of the position and notify his or her current supervisor of their interest in applying for the position. As part of the transfer process, the hiring manager must conduct a reference check with the employee's current supervisor. As with all open positions, the candidate who best fits the needs of the position (whether internal or external) will be selected.

Promotions and transfers within the Company are based on merit and/or business necessity. For consideration for a promotion all employees must be in good standing. For leadership positions (AVP and above) an employee must successfully complete eighteen (18) months in their current role. For management positions (senior director, director, DOO, CM, Manager, etc.) an employee must successfully complete twelve (12) months in their current role before being eligible. For all other positions or for a transfer or job change, employees must successfully complete six (6) months in their current position. If there is a strong business circumstance that requires moving internal talent within a timeframe less than the policy requires, it will be evaluated and approved by SVP and Employee Relations Manager and/or VP Business Leadership Group to determine if an exception should be granted.

1.9 AT-WILL EMPLOYMENT

Your employment at Amedisys is for no definite duration. This simply means that you are free to choose to terminate your employment for any reason or for no reason at any time with or without notice; correspondingly the Company may terminate your employment at any time for any reason or no reason with or without notice. This manual is not meant to cover every situation or answer every question about your job, but it is meant to be a guide. This manual is not an employment contract, expressed or implied. The Company is flexible in the development, administration and application of its benefits, policies and procedures and may change or revise the benefits, policies and procedures with or without notice in its sole discretion.

1.10 MOONLIGHTING/OUTSIDE EMPLOYMENT

This policy does not strictly prohibit all outside employment; however, positions with Amedisys require an employee's full effort and attention. Therefore, employment outside of Amedisys may be limited or excluded hereby.

All persons employed by the Company owe a duty of loyalty and fidelity to Amedisys. Employees shall at all times devote their full working time, attention, best efforts, and energies to the role they serve for the Company. No employee shall misappropriate, take or otherwise use confidential trade secrets or other proprietary information belonging to Amedisys (including but not limited to manuals, documents, handbooks, patient lists, software, and marketing collateral) except for the exclusive benefit of Amedisys, and employees shall be expected to treat such information with respect and confidence both during their employment and following the separation thereof.

Employees who hold outside employment at the time of their hire by Amedisys or who gain outside employment (including private or contractual) thereafter must notify their supervisor and gain SVP approval. These situations will be evaluated on a case-by-case basis to ensure that such employment does not: A) compromise an employee's ability to perform his/her job effectively and dutifully; B) create an actual or apparent conflict of interest; or C) compromise proprietary business information or cause any other adverse consequence to business operations. Amedisys may ask the employee to resign the outside employment or deny continued employment with Amedisys, if the result is undesirable to the Company.

Resources Department as soon as possible, but at latest within 30 days, after the development of a close personal relationship, and if necessary, you will be given an adequate amount of time to find other employment or separate from the Company. Any exception to the Employment of Relatives/Anti-Fraternization policy must be approved by the CEO and CHRO.

1.13 RULES OF CONDUCT

Rules of Conduct are intended to facilitate the safety, productivity, well-being, accountability, and quality of work for all our employees. The following non-exhaustive list contains examples of behavior that may result in corrective disciplinary action, including in some instances immediate separation from employment. Common sense, good judgment and professional behavior are expected of each Amedisys employee. Allegations of the occurrence of the below behavior will be reviewed and investigated by a member of management and/or the Employee Relations team. Thereafter a recommendation regarding the appropriate corrective action to be administered will be given, which will be consistent with Company policy, our Core Values, the employee's record of performance and behavior, and the nature of the infraction. The following list is not intended to be exhaustive, and employees may be subject to corrective disciplinary action for other reasons in addition to those set forth in this list.

1. Violation of the Company's motor vehicle safety policy;
2. For employees who drive as a requirement of their job, failure to properly report motor vehicle violations or accidents;
3. Failure to report arrests or other serious encounters with law enforcement;
4. Abandoning an employee's shift;
5. Allowing non-employees or unapproved volunteers to accompany staff to a patient visit without prior approval from Chief Privacy Officer. This includes, but is not limited to, such persons observing care, waiting in another room of a patient's residence, waiting in the clinician's vehicle outside the patient, client residence or dropping the employee off at the patient or client residence
6. Excessive tardiness, absenteeism or absence without proper notification
7. Sleeping on the job;
8. Insubordination to a supervisor or management
9. Unprofessionalism, behavior not in line with the Amedisys Core Beliefs, offensive behavior, or disrespectful treatment to coworkers, patients, their friends and/or families, or third parties while on the job or representing Amedisys;
10. Divulgence of protected health information, personally identifying information, or confidential information;
11. Sharing of computer security password or breach of computer security through unauthorized access;
12. Failure to follow Company or established professional protocols for quality patient care including inappropriate engagement with a patient or client's family member(s) or visitors;
13. Violation of Company email and/or Internet use, electronic communications or Social Media policy;
14. Unreasonable refusal to accept a patient assignment;
15. Unauthorized use of the name and/or records of the Company;
16. Failure to follow Amedisys written policies and procedures
17. Refusal to submit to search or to participate in an investigation of wrongdoing;
18. Violation of any applicable law or rule of professional conduct;
19. Accepting gifts, financial support or any object of material value in any form from a patient, client, visitor or family member;
20. Conduct that adversely impacts Amedisys' reputation among patients, referral sources or in the community; and
21. Failure to maintain proper credentials, licenses, etc. required for the job; and
22. Any Critical Offense Violation.

1.14 CRITICAL OFFENSE VIOLATIONS

The following is a non-exhaustive list of unacceptable behaviors that are considered critical offenses. These critical offenses will ordinarily result in immediate separation of employment. Employees who are separated as a result of a critical offense will

be considered ineligible for rehire. Other offenses may be deemed critical as well and likewise result in the immediate separation of employment and ineligibility for rehire.

1. Committing, or assisting another in committing, healthcare fraud or abuse or having knowledge of the same and failing to report it appropriately;
2. Providing any intentionally false or misleading information in response to any officer of the Company, internal investigation or governmental inquiry;
3. Theft or destruction of Company, employee or patient property; or the knowledge of or witness to theft or destruction of the same and failing to appropriately notify your immediate supervisor;
4. Falsifying any Company document, including hours worked and visit documentation, the destruction of records without proper authorization, or falsifying (or neglecting) necessary professional licenses;
5. Reporting for work under the influence of alcohol, narcotics, illegal drugs or prescription medication without a prescription, subject to applicable law;
6. Possession or sale of illegal drugs or other controlled substances;
7. Fighting at work, making threatening statements, gestures, or physical contact at work, or any conduct that constitutes workplace violence;
8. Neglect or abuse of visitors, patients or fellow workers;
9. Harassment of any kind;
10. Conviction of a disqualifying felony;
11. Possession or use of firearms or weapons of any kind on Company premises or at Company sponsored events, or while in the presence of a patient or client, subject to state law;
12. Unsafe clinical practice(s);
13. Practicing outside the scope of one's job duties or license including providing medical "advice";
14. Inability to report to work due to incarceration for the conviction of a crime or other wrongful conduct;
15. Downloading, transmitting, or viewing pornography or other explicit materials on Company devices or while at work;
16. Exclusion to participate in government healthcare programs; and
17. Refusal to cooperate in a duly requested drug or alcohol test.

1.15 CORRECTIVE ACTION PROCESS

Amedisys expects that all employees conduct themselves in a safe, professional, respectful, and cooperative manner. These standards of behavior correlate with our Code and Rules of Conduct and are essential for providing optimal patient care, fostering a positive and productive work environment for all colleagues, and ensuring strong relationships with our referrals. Violation of these standards of behavior may initiate the corrective action process. Amedisys' corrective action process is meant to be a collaborative effort between the Company and its employees to improve employee performance and address misconduct. The corrective action process is designed to promote achievement of both Amedisys' organizational goals and the individual goals of our employees.

Amedisys corrective action process does not apply to contingent workforce. "Contingent workforce" include individuals contracted through staffing agencies who perform work on behalf of Amedisys as well as employees hired directly by Amedisys for limited terms. Offer letters for limited term employees will include an assignment end date. Amedisys may address performance issues of contingent workforce by ending the assignment or contract. If a limited term employee remains with Amedisys after the end dates indicated in her/her offer letter, s/he is no longer considered a contingent worker.

The Amedisys Corrective Action Process is designed to provide a fair, transparent and structured process, which gives employees the feedback they need to succeed, in order to:

- Address misconduct and/or inadequate performance;
- Prevent a recurrence of employee misconduct and/or inadequate performance; and
- Improve employee performance

HSP BUSINESS OFFICE MANAGER

Responsible to
Director of Operations

Directly Supervises and Evaluates
All non-clinical administrative staff.

Description
Responsible for planning, directing and controlling the billing and office support functions. This position directs administrative services and operations for the care center including billing, purchasing, human resources, communications systems, space utilization, secretarial support and mail services. This position coordinates systems and procedures with medical records, data entry, claims review, and personnel functions to ensure efficient operations.

JOB DUTIES/KNOWLEDGE (20%)

1. Supervises and provides directions to non-clinical administrative staff in an effort to ensure quality and continuity of services.
2. Ensures continuous coverage in all administrative areas through appropriate staffing assignments and workload distribution. Coordinates staff replacement as necessary.
3. Ensures appropriate orientation for all new staff.
4. Properly screens, interviews, and makes appropriate hiring decisions for non-clinical administrative staff.
5. May perform non-clinical staff performance appraisals/competency reviews as necessary and in compliance with agency policies and procedures.
6. Accountable for ensuring compliance with all new and current employee documentation required by Human Resources and regulatory agencies for maintaining employment within the organization including, but not limited to, I9 compliance, professional licensure, background checks and all other documents related to employment.

Ensures efficient operation of the payroll function

1. Ensures accurate and timely payroll and timekeeping processes.
2. Ensures compliance with the company's payroll and timekeeping policies contained in the employee handbook.
3. Ensures that all non-exempt employees (including such employees who are paid

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on an hourly, salary or per visit basis) are accurately recording all time worked.

4. Reviews payroll timesheets and reimbursement requests to ensure integrity of information before submitting to the corporate payroll department by verifying agent logs with payroll timesheets.

5. Understands and ensures that any change to an employee's timesheet is approved by the employee.

6. Understands that managers and supervisors (including the BOM) are not authorized to alter wages or timesheets when an employee works unauthorized overtime, or if there is a dispute about the amount of hours worked, and that such concerns or disputes must immediately be reported to the HR Hotline (800.485.0633) for investigation and resolution, and no action should be taken by managers or supervisors without review and approval from HR.

7. Assures timely submission/transmission of payroll information.

8. Assists and answers questions from employees pertaining to payroll matters. Verifies salary for employees as necessary.

9. Initiates Payroll Exception Requests as needed on a minimal but timely basis.

Promotes compliance with all fiscal intermediary and/or other third party payors, through education, coaching, and other assistance as necessary

1. Maintains current knowledge of, and causes compliance with all federal, state and local regulations.

2. Ensures accurate and timely billing processes.

3. Assists Director and/or Administrator in maintaining required information for audits and licensure reviews including keeping policy and procedure books and personnel records up-to-date.

4. Works with Billing Reimbursement Department in conjunction with semi-monthly billing periods, as well as with bills held in prior billing periods.

5. Provides reports as requested related to billing such as census reports, absent data reports, revenue statistics, visit counts, patient calendars, and modified 486 forms for billing processes. Submits billing (Hold visits not billed) list and statistics to corporate billing department. Provides monthly, quarterly, and annual reports to the corporate billing department as requested.

6. Supervises, evaluates, and analyzes overall operations of medical records, data

entry, and claims review by reviewing patient charts for compliance/accuracy with telephone orders/POCs frequencies ordered and checking patient information for absent data before submission.

7. Responsible for the completion of all billing adjustments through Care Center Director and AR/Billing department and maintains accurate record of all adjustments.

8. Ensures adjustments are made on a minimal, but timely basis.

9. Notifies Director as needed when documentation is delinquent from staff.

10. Ensures follow up on intermediary help letters, MMSP questionnaires and aging reports.

11. Maintains security and confidentiality with regard to patient and staff information.

Performs various human resource functions in compliance with agency policies and procedures

1. Initiates new hire paperwork, personnel status/salary change forms, benefits related materials and process per care center policies and procedures.

2. Maintains personnel records in accordance with care center policies and procedures.

3. Maintains personnel licensure tracking system and initiate notices for licensure renewals.

4. Assists with the processing of workers' compensation claims in coordination with Director and/or Compliance Coordinator.

5. Assists with application processing in coordination with Director and/or Administrator.

Monitors systems, identifies problem areas, and develops and implements action plans as necessary

1. Assesses, analyzes, and monitors administrative care center systems and procedures. Makes recommendations for improved systems and procedures and increased efficiency of operations.

2. Maintains an ongoing evaluation of space and equipment needs for the care center.

3. Responsible for maintenance and/or makes service calls for all office equipment and building maintenance.

4. Contacts/communicates with the IT Department regarding system problems, repairs, and troubleshooting as needed.

Other duties as assigned

1. Responsible for reconciliation of petty cash for care center.

2. Forwards and processes Accounts Payables according to care center policies and procedures.

3. Monitors, controls, and orders office and medical supplies. Prepares/conducts inventory control reports as directed and according to care center policies and procedures.

JOB PERFORMANCE (15%)

Demonstrates initiative and skills in planning and organizing work

1. Demonstrates a desire to set and meet objectives and to find increasingly efficient ways to perform tasks.

2. Completes work with accuracy and within agency time frames.

3. Requires minimal supervision and is self-directed.

4. Adheres to agency infection control and safety policies, including reporting issues related to infection control and safety, and demonstrates use of infection control and safety policies in job position.

MISSION/AGENCY STANDARDS (15%)

Demonstrates organizational awareness and commitment

1. Understands and appropriately applies the chain of command in relation to job position and supervision.

2. Knows and understands the agency mission in relation to own job position.

Observes confidentiality policy at all times

1. Protects, honors and respects patient and co-workers' confidentiality and right to privacy with regard to information.

Observes attendance and attire policies

1. Adheres to agency policy with regard to punctuality and attendance.

2. Demonstrates cooperation with scheduling requests to meet agency needs.

3. Adheres to agency dress code.

Complies with all other related policies, procedures and requests

1. Demonstrates awareness of location and knowledge of agency's Policy and Procedure Manual and resource materials and communicates information to staff with regard to available support services, resources, agency Policy and Procedures and organizational plans.

2. Adheres to policies and procedures and is flexible to changes in duties and responsibilities.

Conserves agency resources

1. Maintains agency property, supplies and equipment per agency policy.

2. Maintains the work area to reduce the likelihood of safety hazards.

COMMUNICATION SKILLS (20%)

Demonstrates interpersonal understanding and utilizes effective communication skills

1. Considers effects of words and actions on others.

2. Written and verbal communication is expressed clearly and in a cooperative manner.

3. Utilizes listening skills that indicate understanding and promotes accurate interpretation of others' concerns, motivations and feelings.

4. Recognizes the influence of beliefs and cultures on behaviors and accepts strengths and limitations in others.

5. Attends and participates in meetings.

6. Recognizes when others are in need of information, assistance or direction and offers and provides help.

7. Works toward resolution of interpersonal conflicts as they arise.

8. Demonstrates respect, patience and understanding in interactions with others.

9. Reads and appropriately applies information into practice.

10. Acknowledges others verbally and nonverbally (eye contact, expression, tone of voice) promptly and courteously.

11. Utilizes appropriate phone etiquette.

Exhibits behaviors of cooperation

1. Develops cooperation and collaborative work efforts that generally benefit all involved parties.

2. Demonstrates the initiative to meet the needs of the agency by assisting co-workers when work load permits.

3. Demonstrates an effective leadership style and solves problems in a logical manner after accurately analyzing and researching facts.

PERSONAL/PROFESSIONAL DEVELOPMENT (10%)

Continuing education and personal/professional development responsibilities

1. Maintains personal health status requirements in relation to job position.

2. Maintains current personnel file information and provides information to agency in timely manner.

3. Sets own development challenges and volunteers to learn.

4. Assists with orientation of new personnel.

5. Attends agency provided in-service programs to fulfill requirements of position and agency policies.

6. Demonstrates commitment, professional growth, and competency.

Exhibits adaptability, flexibility, self-control and maturity in work and behavior

1. Maintains stable performance and emotions when faced with opposition, pressure and/or stressful conditions.

2. Develops work relationships that honor and respect others.

PROBLEM SOLVING (10%)

Exhibits critical thinking abilities and applies them for continuous improvement of services and the agency

1. Uses knowledge, experience and other resources as necessary to make logical decisions and solve problems.

2. Analyzes work processes and makes suggestions for improvement.

3. Directs, supervises, coordinates and evaluates office operations and functions.

LEADERSHIP (10%)

1. Uses leadership position to set positive, attainable expectations, objectives and goals for others within the organization.

2. Takes action to enforce rules; confronts others about problems when necessary.

3. Empowers others by sharing responsibility to encourage a deep sense of commitment and ownership.

4. Demonstrates creativity and innovation. Takes reasonable risks and accepts full accountability for actions taken.

5. Allows subordinates to take reasonable risks and accepts accountability for their actions.

6. Develops a spirit of cooperation and teamwork while leading a group of people.

7. Works for solutions that generally benefit all involved parties.

Demonstrates self-confidence and ability to think conceptually in leading and directing others

1. Recognizes complex connections in situations and is able to identify the key or underlying issues.

2. Demonstrates the ability to make decisions independently which benefit the agency as a whole based on identification of key or underlying issues.

3. Demonstrates a strongly positive image of self and own skills, capabilities and judgment.

QUALIFICATIONS

1. High school diploma required. Bachelor Degree in business or related field preferred.
2. Minimum of two (2) years office or related experience. Healthcare environment preferred.
3. Demonstrated knowledge of the appropriate skills for communicating with individuals of all ages, especially the geriatric population. Excellent interpersonal skills including excellent verbal and written communication skills.
4. Strong computer and software skills.
5. Working knowledge of personnel management, record keeping, and office administration.
6. Dependable transportation, valid driver's license and automobile insurance coverage.

State Specific-QUALIFICATIONS
-Virginia State Specific:

Virginia Hospice Salary Scale is maintained at Amedisys Inc., Human Resources Department.

DEGREE OF TRAVEL

Occasional travel outside of the office to run errands, attend meetings, etc.

DEGREE OF DISRUPTION TO ROUTINE, OVERTIME

High level of flexibility required. Occasional long hours.

SAFETY HAZARDS IN JOB

Long periods of sitting. Subject to eye and hand strain from work on the computer. Exposure to elements such as inclement weather. Possible motor vehicle accidents.

I have read and do fully understand this job description.

Employee Signature _____ Date 1/7/21

JOB TITLE: HSP Business Office Manager

PHYSICAL DEMANDS	NEVER	OCCASIONALLY	FREQUENTLY	CONTINUALLY
Sit				X
Stand				X
Walk				X
Bend/Stoop				X
Squat				X
Crawl		X		
Climb		X		
Reach above Shoulder Level			X	
Kneel			X	
Balance			X	
Lift, Carry, Push, Pull				
Maximum 10 Lbs.				X
Maximum 20 Lbs.				X
Maximum 50 Lbs.			X	
Maximum Over 50 Lbs.		X		
Must Be Able To				
See				X
Hear				X
Speak				X
Use One Hand				X
Use Both Hands				X
Environmental Conditions	**NEVER**	**OCCASIONALLY**	**FREQUENTLY**	**CONTINUALLY**
Involves Being				
Inside				X
Outside	X			
Exposed to Temperatures of				
32° F and less	X			
100° F and more	X			
Wet & Humid	X			
Noise, Vibration		X		
Fumes, Dust	X			
Hazards, Exposure	**NEVER**	**OCCASIONALLY**	**FREQUENTLY**	**CONTINUALLY**
Infectious Waste	X			
Toxic Chemicals	X			
Needles/Body Fluids	X			
Radiation	X			
Chemotherapeutics	X			

Occasionally = 1% to 33% of the time Frequently = 34% to 66% of the time Continually = 67% to 100% of the time

From: Tiel Jenkins
To: Kellie Brady
Subject: RE: ADA Accommodation Request
Date: Monday, December 7, 2020 3:26:42 PM
Attachments: image002.jpg
image003.jpg

Correct.

Tiel Jenkins, M.S.
Business Office Manager

817.570.7190 Office
732.384.2311 Fax

Asana Hospice, an Amedisys Company
6300 Ridglea Place,Suite 1107
Fort Worth, TX 76116

www.amedisys.com

"It's at the Heart of What We Do"

From: Kellie Brady <kellie.brady@amedisys.com>
Sent: Monday, December 7, 2020 3:24 PM
To: Tiel Jenkins <tiel.jenkins@amedisys.com>
Subject: RE: ADA Accommodation Request

And just to confirm – none of your prior or current leadership is/was aware of your need for an accommodation due to a medical reason? As in, you have not disclosed to them that you need a flexible schedule due to a personal medical reason?

I wanted to get a better timeline before I reached out to your leadership team, as we worked through the ADA Accommodation process.

Kellie Brady
Employee Relations Consultant | Hospice

Amedisys Inc.
3854 American Way, Suite A.
Baton Rouge, LA 70816
Office: 225.299.3619 | ext. 3619

EXHIBIT
A-3

Fax: 855.800.0162
kellie.brady@amedisys.com
www.amedisys.com

Visit our **Employee Relations SharePoint Site** *for general ER questions*

From: Tiel Jenkins <tiel.jenkins@amedisys.com>
Sent: Monday, December 7, 2020 3:22 PM
To: Kellie Brady <kellie.brady@amedisys.com>
Subject: RE: ADA Accommodation Request

- June/July – employee rotated full days working in the office
- August / September – employee still rotated full days working in the office
- September 14th – October20th – working full days in office as I was training for the BOM position (had flexibility to leave when needed)
- October 20th went to half days in the office
- November – employees went back to rotating working in the office
- November 18th – leadership asked you to be in the office full time

Tiel Jenkins, M.S.
Business Office Manager

817.570.7190 Office
732.384.2311 Fax

Asana Hospice, an Amedisys Company
6300 Ridglea Place,Suite 1107
Fort Worth, TX 76116

www.amedisys.com

"It's at the Heart of What We Do"

From: Kellie Brady <kellie.brady@amedisys.com>
Sent: Monday, December 7, 2020 2:26 PM
To: Tiel Jenkins <tiel.jenkins@amedisys.com>
Subject: RE: ADA Accommodation Request

Hi Tiel –

Just to make sure I am understanding correctly, as it appears your schedule has fluctuated a bit throughout the last few months.

- June/July – employee rotated full days working in the office
- August – You worked in the office in the AM/at home in PM
- September/October – working half days in the office (other half at home)
- November – employees rotated working in the office
- End of November/December – leadership asked you to be in the office full time

Please let me know if the above is correct.

Kellie Brady
Employee Relations Consultant | Hospice

Amedisys Inc.
3854 American Way, Suite A.
Baton Rouge, LA 70816
Office: 225.299.3619 | ext. 3619
Fax: 855.800.0162
kellie.brady@amedisys.com
www.amedisys.com

Visit our **Employee Relations SharePoint Site** *for general ER questions*

From: Tiel Jenkins <tiel.jenkins@amedisys.com>
Sent: Friday, December 4, 2020 3:04 PM
To: Kellie Brady <kellie.brady@amedisys.com>
Subject: RE: ADA Accommodation Request

Sure,
Starting back in June before I took on the role of BOM due to COVID employees rotated working in the office:
Monday- BOM/ BOS(she was out for almost 2 months due to COVID)
Tuesday- Chaplain
Wednesday- Myself
Thursday- Social Worker
Friday_ Bereavement Coordinator
The DOO- Carol Hardwick came in daily and our CM Jamie Graves would rotate Mondays as she had a case load

In August the CM and BOM resigned and my ask before accepting the position was to split half days with the BOS. I would come in the morning and she would come in the afternoon. The other staff

members still came in to help answer the phones as I was training and learning my role, but they did not stay all day as that put more people in the office.

Tiel Jenkins, M.S.
Business Office Manager

817.570.7190 Office
732.384.2311 Fax

Asana Hospice, an Amedisys Company
6300 Ridglea Place,Suite 1107
Fort Worth, TX 76116

www.amedisys.com

"It's at the Heart of What We Do"

From: Kellie Brady <kellie.brady@amedisys.com>
Sent: Friday, December 4, 2020 2:56 PM
To: Tiel Jenkins <tiel.jenkins@amedisys.com>
Subject: ADA Accommodation Request

Hi Tiel –

I have a few follow up questions for you as I was looking through your request and my notes from our call. I know you stated that when you took on the role of BOM you and the former BOS rotated days in the office. Can you share with me what that rotation looked like?

Additionally you stated that you were able to have a more flexible schedule and work partially at home and partially in the office after Stephanie left the company – can you share with me what that looked like?

I am trying to seek to understand what your schedule looked like prior to being asked to be in the office 5 days a week.

Please let me know if you have any questions – or if this would be easier to discuss via phone.

Thank you,

Kellie Brady

Employee Relations Consultant | Hospice

Amedisys Inc.
3854 American Way, Suite A.
Baton Rouge, LA 70816
Office: 225.299.3619 | ext. 3619
Fax: 855.800.0162
kellie.brady@amedisys.com
www.amedisys.com

Visit our **Employee Relations SharePoint Site** *for general ER questions*

amedisys

CONFIDENTIAL

MEDICAL INQUIRY FORM RELATED TO AN ACCOMMODATION REQUEST

Date: 12/15/2020

Patient Name: Tiel Jenkins

Your patient has requested that Amedisys provide him/her with a reasonable accommodation of his/her medical condition at work. To assist Amedisys in determining what, and to what extent, an accommodation will enable your patient to perform the essential functions of his/her job, **please complete this form as soon as possible** and, within 14 days from the date above, either send it to the address/fax number on the last page or, if so informed by your patient, return it to him/her.

A. Questions to Help Determine Whether an Employee has a Disability

Under the ADA, an employee has a disability if he or she has a physical or mental impairment that substantially limits one or more major life activities or has a record of such impairment. The following questions will help determine whether your patient has a disability under the law.

Does your patient have a physical or mental impairment?	Yes ☑	No ☐
If yes, what is the impairment? Problem with Concentration		
Substantial limitations. Does the impairment substantially limit a major life activity? (*A major life activity is substantially limited when compared to most people in the general population and when it is permanent or long-term.*)	Yes ☐	No ☑

If *yes*, what **major life activity/or activities** (including major bodily functions) is/are affected?

☐ Bending	☐ Hearing	☐ Reaching	☐ Speaking	☐ Assistance with Managing Medications
☐ Breathing	☐ Interacting with Others	☐ Reading	☐ Standing	
☐ Caring for Self	☐ Learning	☐ Seeing	☐ Thinking	
☐ Concentrating	☐ Lifting	☐ Sitting	☐ Walking	☐ Other: (describe)
☐ Eating	☐ Performing Manual Tasks	☐ Sleeping	☐ Working	

EXHIBIT A-4

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Major bodily functions:

☑ Bladder	☐ Digestive	☐ Lymphatic	☐ Reproductive
☑ Bowel	☐ Endocrine	☐ Musculoskeletal	☐ Respiratory
☐ Brain	☐ Genitourinary	☑ Neurological	☐ Special Sense Organs & Skin
☐ Cardiovascular	☐ Hemic	☐ Normal Cell Growth	☐ Other: (describe)
☐ Circulatory	☐ Immune	☐ Operation of an Organ	

What is the expected duration of the patient's impairment, including any residual effects? If the impairment is episodic, please indicate how frequent those episodes are expected to be and how long they will last.

Patient has pp multiple Sclerosis, relapsing remitting type. Episodes and of relapses are not Predictable.

Continued on next page

B. Questions to Help Determine Whether an Accommodation is Needed

An employee with a disability is entitled to an accommodation at work when the accommodation is necessary for the employee to perform the essential functions of his or her job. **Please review and consult the employee's job description, which is attached to this form, and answer the following questions:**

Are any of the employee's job functions impeded by the impairment noted above? ☐ **Yes** ☑ **No**

If yes, which job functions are so impeded and how?

C. Questions to Help Determine Effective Accommodation Options

Do you have any suggestions regarding possible accommodations to your patient's work environment or schedule which would enable or improve the employee's performance of the impeded job functions? ☑ **Yes** ☐ **No**

If so, what are they? 1) Working from home as needed
2) Able to take leave if she is feeling sick

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How would your suggestions improve the employee's ability to perform job functions?
- It will allow her to concentrate better
- Resting in between helps to improve muscle spasm

If the patient was provided with that accommodation, would the patient be able to return to work? ☑ Yes ☐ No

If yes, please list the date your patient could return to work: Patient is able to work c accomadations

D. Other Questions or Comments (*additional pages may be attached, if necessary*)

This patient has multiple sclerosis. This condition causes periodic relapses. patient also experiences fatigue, weakness, muscle spasms and trouble in concentration on an ongoing basis. Recommend to allow some accomadations at work so that she can function better

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E. Health Care Provider's Information.

Signature: Princy Credentials: FNP Date: 12/15/2020

Name: Princy Varghese Practice: Neurology

Address: 1400 South Main St, Fort Worth, 76104

Phone number: 817-702-8400 Fax number: 817-702-3980

Confidential fax: 855.800.0162 *or*
Mail: Amedisys, Inc., ATTN: Kellie Brady, Employee Relations Consultant, 3854 American Way, Suite A, Baton Rouge, LA 70816 *or*
Email: kellie.brady@amedisys.com

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

For purposes of California: The California Genetic Information Nondiscrimination Act of 2011 (CalGINA) prohibits employers and other covered entities from requesting, or requiring, genetic information of an individual or family member of the individual except as specifically allowed by law. To comply with the Act, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic Information," as defined by CalGINA, includes information about the individual's or the individual's family member's genetic tests, information regarding the manifestation of a disease or disorder in a family member of the individual, and includes information from genetic services or participation in clinical research that includes genetic services by an individual or any family member of the individual. "Genetic Information" does not include information about an individual's sex or age.

Gmail

Tiel Jenkins <jenkinstiel@gmail.com>

FW: ADA Accommodation Request

1 message

Tiel Jenkins <tiel.jenkins@amedisys.com> Wed, Jan 13, 2021 at 7:24 AM
To: "jenkinstiel@gmail.com" <jenkinstiel@gmail.com>

From: Kellie Brady <kellie.brady@amedisys.com>
Sent: Thursday, December 31, 2020 11:31 AM
To: Tiel Jenkins <tiel.jenkins@amedisys.com>
Subject: ADA Accommodation Request

Hi Tiel –

As you know, Amedisys has engaged with you in the good faith interactive process to determine what reasonable accommodation may be necessary for you to perform the essential functions of your job with Amedisys. As a result of that process, we have determined that you are not a qualified individual with a disability and, therefore, are not entitled to an accommodation under the law.

The accommodation that you requested was to work from home from 1pm – 4pm daily. This accommodation will not be provided because you are not a qualified person with a disability.

As we discussed on the phone, there are Leave options that might be available to you through our Absence Management Vendor, MetLife. I have included their contact information below.

Met Life Total Absence Management

Ph: 888-284-3951

Website: www.metlife/mybenefits.com

Amedisys Benefits Center

888.528.7066 (7am to 7pm CST, M - F)

Please do not hesitate to contact me if you have any questions.

Thank you,

EXHIBIT
A-5

Kellie Brady

Employee Relations Consultant | Hospice

Amedisys Inc.

3854 American Way, Suite A.

Baton Rouge, LA 70816

Office: 225.299.3619 | ext. 3619

Fax: 855.800.0162

kellie.brady@amedisys.com

www.amedisys.com

Visit our **Employee Relations SharePoint Site** *for general ER questions*

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HOSPICE

ELECTION OF BENEFIT STATEMENT

I, [redacted] choose to elect the Medicare hospice benefit and receive
(Beneficiary Name)

Hospice services from Ajana Hospice .
(Hospice Agency)

Hospice Philosophy:

I acknowledge that I have been given a full explanation and have an understanding of the purpose of hospice care. Hospice care is to relieve pain and other symptoms related to my terminal illness and related conditions and such care will not be directed toward cure. The focus of hospice care is to provide comfort and support to both me and my family/caregivers.

Effects of a Medicare Hospice Election:

I understand that by electing hospice care under the Medicare Hospice Benefit, I am acknowledging that I understand the palliative rather than curative nature of hospice care, as it relates to my terminal illness and related conditions. I understand that by electing hospice care under the Medicare Hospice Benefit, I am waiving (give up) all rights to Medicare payments for services related to my terminal illness and related conditions and I understand that while this election is in force, Medicare will make payments for care related to my terminal illness and related conditions only to the designated hospice and attending physician that I have selected. I understand that services not related to my terminal illness or related conditions will continue to be eligible for coverage by Medicare; however, I also understand that services unrelated to my terminal illness and related conditions are exceptional and unusual and hospice should cover virtually all care related to my terminal illness and related conditions needed under the hospice election.

Right to choose an attending physician:

I understand that I have a right to choose my attending physician to oversee my care. My attending physician will work in collaboration with the hospice agency to provide care related to my terminal illness and related conditions. I understand that my chosen attending physician, in consultation with the Hospice Medical Director and other members of the Hospice Interdisciplinary Team will coordinate my Hospice care services.

☐ I do not wish to choose an attending physician
☑ I acknowledge that my choice for an attending physician is: I don't know

Physician Full name: [illegible] Kazi NPI (if known) _____
Office Address: 1217 Virginia Pkwy, [illegible]

Hospice Coverage and Right to Request "Patient Notification of Hospice Non-Covered Items, Services, and Drugs":

I acknowledge that I have been provided with information about my financial responsibility for certain hospice services (drug copayment and inpatient respite care). I understand that I have the right to request at any time, in writing, the "Patient Notification of Hospice Non-Covered Items, Services, and Drugs" addendum that lists the items, services, and drugs that the hospice has determined to be unrelated to my terminal illness and related conditions that would not be covered by the hospice. The hospice must furnish this notification within 5 days, if you request this form on the start of care date, and within 72 hours (or 3 days) if you request this form during the course of hospice care. I acknowledge that I have been provided information regarding the provision of Immediate Advocacy through the Beneficiary and Family-Centered Care Quality Organization (BFCC-QIO) if I disagree with any of the hospice's determinations and I have been provided with the contact information for the BFCC-QIO that services my area.

BFCC-QIO Name: _____
BFCC-QIO Phone Number: _____
I can also visit this website to find the BFCC-QIO for my area. https://qioprogram.org/contact-zones or call 1-800-MEDICARE (1-800-633- 4227). TTY users can call 1-877-486-2048.

☐ I elect to receive the "Patient Notification of Hospice Non-Covered Items, Services, and Drugs"
Initials _____ Date (Hospice: Please provide the beneficiary with the addendum. Must be signed and dated accompanying the election statement.)

☑ I decline to receive the "Patient Notification of Hospice Non-Covered Items, Services, and Drugs"
Initials [illegible] Date 12/31/20

I acknowledge and understand the above, and authorize Medicare hospice coverage to be provided by:

Ajana Hospice to begin on 12/31/20
(Hospice Agency) (Effective Date of Election)

Note: The effective date of the election, which may be the first day of hospice care of a later date but may be no earlier than the date of the election statement. An individual may not designate an effective date that is retroactive.

[redacted] 12/31/20
Signature of Beneficiary/Representative (Date)

☐ Beneficiary is unable to sign -
Reason: _____

_____ _____
Licensed Professional Signature (Date)

Patient Name & MRN: [redacted] Date: 12/31/20

White Copy - Clinical Record Yellow Copy - Home Folder

ELECTION OF BENEFIT STATEMENT

EXHIBIT A-6

SEPARATION

amedisys

Employee Name:	Role:	Hire Date:
Tiel Jenkins	HSP Business Office Manager	07/23/2018
Care Center Location / Corporate Department	**Date(s) of previously issued PIPs, performance issues or infractions**	
#0789 – Fort Worth, TX		

Reason for Separation:

Violation of Company Policy

1.14 Failure to follow Amedisys written policies and procedures
AA-004 Election of Hospice Benefit
RI-001 Patient and Family Rights and Responsibilities

- 1/5/2020 – Tiel altered an Election of Benefits form by backdating the form and adding the attending physician information after it had already been signed by the patient/caregiver; thus, resulting in the patient having to be discharged and readmitted and a write off to the Care Center. When Tiel added the attending physician information to the already signed EOB document, she violated Amedisys Policy AA-004 and RI-001.
  - Policy AA-004 Election of Hospice Benefit states that the Election Statement should include *"identification of the patient's attending Physician and acknowledgement that the attending physician was chosen by the patient."*
  - Policy RI-001 Patient and Family Rights and Responsibilities states that the patient and family have the right to *"choose their own private attending physician and other health care providers."*
  - Tiel admitted verbally to her Director of Operations and in an email to the RDCO, Clinical Manager and Director of Operations that she had added this information and that she had *"made a huge mistake"* by adding this information onto the Election of Benefits form.

this was not backdating the date was the same date the nurse had had failed to enter

email was sent asking for me to take action

after having a conversation w/ Tina Kdb that what I did was wrong. . . . not before.

Tiel signed the Amedisys Policy Manual Attestation on 09/20/2020.

Supervisor's Name: Jacqueline Williams

Supervisor's Signature: Jacqueline Williams 1/28/2021

Witness's Name: Gary Walker

Witness's Signature: Via Teams Gary Walker 10:10am 1-28-2021

Employee's Name:

Employee's Signature:

Date: 1/28/2021

Employee's signature on this document is an acknowledgement that this form has been provided to you and does not necessarily imply agreement with the plan.

EXHIBIT
A-7

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

TIEL JENKINS,	§	
Plaintiff,	§	
	§	
v.	§	
	§	
AMEDISYS HOLDING, L.L.C. D/B/A ASANA HOSPICE, AN AMEDISYS CO.	§	**CIVIL ACTION NO.: 4:22-cv-1021**
	§	
	§	
	§	**JURY TRIAL DEMANDED**
Defendant.		

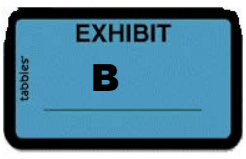
PLAINTIFF'S RESPONSE TO DEFENDANT'S FIRST REQUESTS FOR ADMISSIONS

Tiel Jenkins ("Plaintiff" or "Jenkins") responds and/or objects to Defendant Amedisys Holdings, LLC d/b/a Asana Hospice, an Amedisys Co.'s ("Defendant" or "Amedisys") First Request for Admissions, as follows:

GENERAL OBJECTIONS

1. Plaintiff objects to all Requests to the extent said discovery requests information that is exempted from discovery as work-product. To the extent that said Requests call for the disclosure of confidential communications with his/her attorney or attorney's representatives, Plaintiffs assert the attorney-client privilege.

2. Plaintiff will construe all terms as defined in the Federal Rules of Civil Procedure or according to their ordinary meaning. Plaintiff will respond to the document requests as required by the Federal Rules of Civil Procedure.



REQUEST NO. 1: Admit that Exhibit A attached hereto is a true and accurate copy of the Charge of Discrimination that you filed with the U.S. Equal Employment Opportunity Commission ("EEOC") on or about March 5, 2021 and assigned case number 450-2021-2628.

Response: Admit.

REQUEST NO. 2: Admit you never filed any amendments to Charge Number 450-2021-2628 with the EEOC and/or Texas Workforce Commission.

Response: Admit.

REQUEST NO. 3: Admit that other than Charge Number 450-2021-2628, you did not file any other Charges of Discrimination with the EEOC or Texas Workforce Commission against Defendant.

Response: Admit.

REQUEST NO. 4: Admit that Exhibit B attached hereto is a true and accurate copy of the Determination issued by the EEOC with respect to Charge Number 450-201-02628 signed on July 27, 2022 (the "EEOC Determination").

Response: Admit.

REQUEST NO. 5: Admit that EEOC Determination contains no reference to the termination of your employment with Respondent.

Response: Deny.

REQUEST NO. 6: Admit that the EEOC never attempted to conciliate any claim of discrimination in relation to the termination of your employment with Amedisys.

Response: Deny.

REQUEST NO. 7: Admit that the EEOC never investigated any claim of discrimination in relation to the termination of your employment with Amedisys.

Response: Deny.

REQUEST NO. 8: Admit that Exhibit C attached hereto is a true and accurate copy of the completed Medical Inquiry Form Related To An Accommodation Request that you provided to Amedisys.

Response: Admit.

REQUEST NO. 9: Admit that Exhibit C attached hereto is a true and accurate copy of the completed Medical Inquiry Form Related To An Accommodation Request that you requested your medical provider send to Amedisys in connection with your request for a workplace accommodation.

Response: Admit.

REQUEST NO. 10: Admit that Exhibit C attached hereto is a true and accurate copy of Amedisys' Medical Inquiry Form Related To An Accommodation Request completed by Princy Varghese.

Response: Admit.

REQUEST NO. 11: Admit that the completed Amedisys' Medical Inquiry Form Related To An Accommodation Request attached hereto as Exhibit C has the box "No" checked in response to the question, "Substantial limitations. Does the impairment substantially limit a major life activity? (A major life activity is substantially limited when compared to most people in the general population and when it is permanent or long-term)."

Response: Admit.

REQUEST NO. 12: Admit that the completed Amedisys' Medical Inquiry Form Related To An Accommodation Request attached hereto as Exhibit C has the box "No" checked in response to the question, "Are any of the employee's job functions impeded by the impairment noted above."

Response: Admit.

REQUEST NO. 13: Admit that on January 5, 2021, you added the attending physician's name and start of care date on the election of benefits form for patient "W.L.C" after the patient had already signed the form.

Response: Admit.

REQUEST NO. 14: Admit that prior to altering the election of benefits form for patient "W.L.C", you did not ask the Director of Operations for advice on how to fix the errors on the form.

Response: Admit.

REQUEST NO. 15: Admit that on January 5, 2021, you sent an email to Crystal Nering stating, "Let me first admit that I made a huge mistake. I take ownership in that, but my thinking is either way we will need to readmit this patient and get the consents resigned. Would that be the correct assumption?"

Response: Deny.

REQUEST NO. 16: Admit that prior to January 5, 2021, you understood that it violated Amedisys' Rules to alter a patient consent form after the patient signed the consent form.

Response: Deny.

REQUEST NO. 17: Admit that on December 7, 2020, you wrote to Kellie Brady in an email that none of your prior or current leadership is or was aware of your need for an accommodation due to a medical reason?

Response: Admit.

Respectfully Submitted,

KILGORE & KILGORE, PLLC

By: W. D. Masterson

W.D. Masterson
SBN: 13184000
wdm@kilgorelaw.com
3141 Hood Street, Suite 500
Dallas, Texas 75219
(214) 969-9099 - Telephone
(214) 953-0133 - Facsimile

ATTORNEYS FOR PLAINTIFF TIEL JENKINS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been served on Defendant's counsel of record via E-Mail, on this 6th day of February 2023.

Arthur V. Lambert
FISHER & PHILLIPS LLP
500 N. Akard Street, Suite 3550
Dallas, TX 75201
alambert@fisherphillips.com

Jason D Keck (*pro hac vice*)
Scott C Fanning (*pro hac vice*)
FISHER & PHILLIPS LLP
10 S. Wacker Dr., Ste. 3450
Chicago, IL 60606
jkeck@fisherphillips.com
sfanning@fisherphillips.com

W. D. Masterson

W. D. Masterson

EXHIBIT A

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To:
- [ ] FEPA
- [X] EEOC

Agency(ies) Charge No(s):
450-2021-02628

TEXAS WORKFORCE COMMISSION CIVIL RIGHTS DIVISION and EEOC

State or local Agency, if any

Name *(indicate Mr., Ms., Mrs.)*	Home Phone	Year of Birth
MS. TIEL JENKINS	**(817) 230-7105**	

Street Address / City, State and ZIP Code
5916 TRAIL LAKE DR, FT WORTH,TX 76133

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (*If more than two, list under PARTICULARS below.*)

Name	No. Employees, Members	Phone No.
ASANA , AN AMEDISYS CO	**501+**	

Street Address / City, State and ZIP Code
6300 RIDLEA PLACE, SUITE 1107, FORT WORTH, TX 76116

Name	No. Employees, Members	Phone No.

Street Address / City, State and ZIP Code

DISCRIMINATION BASED ON *(Check appropriate box(es).)*
- [ ] RACE
- [ ] COLOR
- [ ] SEX
- [ ] RELIGION
- [ ] NATIONAL ORIGIN
- [ ] RETALIATION
- [ ] AGE
- [X] DISABILITY
- [ ] GENETIC INFORMATION
- [ ] OTHER *(Specify)*

DATE(S) DISCRIMINATION TOOK PLACE
Earliest: **12-17-2020** Latest: **01-28-2021**
- [X] CONTINUING ACTION

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s)):*

I. PERSONAL HARM:

a. On or about 12/17/2020, I submitted medical documentation for a reasonable accommodation request to Kelliy Brady (Employee Relations Consultant) for my disability. On 12/31/2020, my reasonable accommodation request was denied.

II. RESPONDENTS REASON FOR ADVERSE ACTION:

a. I received an email from Kelliy Bray stating my reasonable accommodation request was denied because I was not a qualified individual with a disability.

III. DISCRIMINATION STATEMENT:

I believe that I was discriminated against based on disability, in violation of the Americans with Disabilities Act of 1990.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

Digitally signed by Tiel Jenkins on 03-05-2021 11:25 AM EST

NOTARY – *When necessary for State and Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(*month, day, year*)

PRIVACY ACT STATEMENT: Under the Privacy Act of 1974, Pub. Law 93-579, authority to request personal data and its uses are:

1. FORM NUMBER/TITLE/DATE. EEOC Form 5, Charge of Discrimination (11/09).

2. AUTHORITY. 42 U.S.C. 2000e-5(b), 29 U.S.C. 211, 29 U.S.C. 626, 42 U.S.C. 12117, 42 U.S.C. 2000ff-6.

3. PRINCIPAL PURPOSES. The purposes of a charge, taken on this form or otherwise reduced to writing (whether later recorded on this form or not) are, as applicable under the EEOC anti-discrimination statutes (EEOC statutes), to preserve private suit rights under the EEOC statutes, to invoke the EEOC's jurisdiction and, where dual-filing or referral arrangements exist, to begin state or local proceedings.

4. ROUTINE USES. This form is used to provide facts that may establish the existence of matters covered by the EEOC statutes (and as applicable, other federal, state or local laws). Information given will be used by staff to guide its mediation and investigation efforts and, as applicable, to determine, conciliate and litigate claims of unlawful discrimination. This form may be presented to or disclosed to other federal, state or local agencies as appropriate or necessary in carrying out EEOC's functions. A copy of this charge will ordinarily be sent to the respondent organization against which the charge is made.

5. WHETHER DISCLOSURE IS MANDATORY; EFFECT OF NOT GIVING INFORMATION. Charges must be reduced to writing and should identify the charging and responding parties and the actions or policies complained of. Without a written charge, EEOC will ordinarily not act on the complaint. Charges under Title VII, the ADA or GINA must be sworn to or affirmed (either by using this form or by presenting a notarized statement or unsworn declaration under penalty of perjury); charges under the ADEA should ordinarily be signed. Charges may be clarified or amplified later by amendment. It is not mandatory that this form be used to make a charge.

NOTICE OF RIGHT TO REQUEST SUBSTANTIAL WEIGHT REVIEW

Charges filed at a state or local Fair Employment Practices Agency (FEPA) that dual-files charges with EEOC will ordinarily be handled first by the FEPA. Some charges filed at EEOC may also be first handled by a FEPA under worksharing agreements. You will be told which agency will handle your charge. When the FEPA is the first to handle the charge, it will notify you of its final resolution of the matter. Then, if you wish EEOC to give Substantial Weight Review to the FEPA's final findings, you must ask us in writing to do so within 15 days of your receipt of its findings. Otherwise, we will ordinarily adopt the FEPA's finding and close our file on the charge.

NOTICE OF NON-RETALIATION REQUIREMENTS

Please **notify** EEOC or the state or local agency where you filed your charge **if retaliation is taken against you or others** who oppose discrimination or cooperate in any investigation or lawsuit concerning this charge. Under Section 704(a) of Title VII, Section 4(d) of the ADEA, Section 503(a) of the ADA and Section 207(f) of GINA, it is unlawful for an *employer* to discriminate against present or former employees or job applicants, for an *employment agency* to discriminate against anyone, or for a *union* to discriminate against its members or membership applicants, because they have opposed any practice made unlawful by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an

investigation, proceeding, or hearing under the laws. The Equal Pay Act has similar provisions and Section 503(b) of the ADA prohibits coercion, intimidation, threats or interference with anyone for exercising or enjoying, or aiding or encouraging others in their exercise or enjoyment of, rights under the Act.

EXHIBIT B

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Dallas District Office
207 S. Houston Street, 3rd Floor
Dallas, TX 75202-4726
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Dallas Direct Dial: (972) 918-3580
FAX: (214) 253-2720
Website: www.eeoc.gov

CHARGE NUMBER: 450-2021-02628

Tiel Jenkins
5916 Trail Lake Drive
Fort Worth, Texas 76133

CHARGING PARTY

Amedisys Holding, LLC d/b/a ASANA
C/O Jason Keck, Attorney
Fisher & Phillips, LLP
10 S. Wacker Drive, Suite 3450
Chicago, Illinois 60606

RESPONDENT

DETERMINATION

Under the authority vested in me by the Commission, I issue on behalf of the Commission, the following determination as to the merits of the subject charge filed under Title I of the Americans with Disabilities Act of 1990, as amended ("ADAAA").

All requirements for coverage have been met. Respondent is an employer within the meaning of the ADA, and the timeliness and all other jurisdictional requirements for coverage are satisfied.

Charging Party, Tiel Jenkins, alleged she was discriminated against because of her disability when Respondent failed or refused to provide a reasonable accommodation for her disability. Respondent denied the allegations and claimed it would not accommodate Charging Party because she was not an individual with a disability covered under ADAAA. The Respondent denies the allegations.

During the investigation, the parties were afforded the opportunity to submit evidence in support of their respective positions. Charging Party was diagnosed with a qualifying disability prior to her employment with Respondent. Charging Party's symptoms includes incontinence, extreme fatigue, and back spasms that can be exacerbated by stress. The symptoms ordinarily worsen throughout the day. The evidence showed Charging Party requested an accommodation in December 2020 to work from home for the afternoon hours of each day, following a period of months where she worked from home four days of her five-day workweek. The evidence further showed Respondent denied Charging Party's requested accommodation without engaging in the interactive process prior to denial, claiming Charging Party was not a qualified individual. However, evidence gathered indicated reasonable accommodations were available and could have been offered to the Charging Party.

For these reasons, the Commission finds there is reasonable cause to believe Respondent discriminated against the Charging Party in violation of the Americans with Disabilities Act of 1990, as amended, by failing or refusing to accommodate Charging Party's disability and associated limitations.

Upon finding that there is reason to believe that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. The Commission will also consider compensatory and punitive damages under the Civil Rights Act of 1991.

If the Respondent declines to enter into conciliation discussions, or when the Commission's representative for any reason is unable to secure a settlement acceptable to the Commission, the Commission shall so inform the parties in writing and advise them of the court enforcement alternative available to the Charging Party, aggrieved persons and the Commission. The confidentiality provisions of the statute and Commission regulations apply to information discussed or given during conciliation.

You are reminded that Federal law prohibits retaliation against persons who exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

Rayford O. Irvin Digitally signed by Rayford O. Irvin
Date: 2022.07.27 21:49:04 -05'00'

Date

Rayford O. Irvin
Acting District Director

EXHIBIT C

amedisys

CONFIDENTIAL

MEDICAL INQUIRY FORM RELATED TO AN ACCOMMODATION REQUEST

Date: 12/15/2020

Patient Name: Tiel Jenkins

Your patient has requested that Amedisys provide him/her with a reasonable accommodation of his/her medical condition at work. To assist Amedisys in determining what, and to what extent, an accommodation will enable your patient to perform the essential functions of his/her job, **please complete this form as soon as possible** and, within 14 days from the date above, either send it to the address/fax number on the last page or, if so informed by your patient, return it to him/her.

A. Questions to Help Determine Whether an Employee has a Disability

Under the ADA, an employee has a disability if he or she has a physical or mental impairment that substantially limits one or more major life activities or has a record of such impairment. The following questions will help determine whether your patient has a disability under the law.

Does your patient have a physical or mental impairment?	Yes ☑	No ☐
If yes, what is the impairment? Problem with Concentration		
Substantial limitations. Does the impairment substantially limit a major life activity? (*A major life activity is substantially limited when compared to most people in the general population and when it is permanent or long-term.*)	Yes ☐	No ☑

If *yes*, what **major life activity/or activities** (including major bodily functions) is/are affected?

☐ Bending	☐ Hearing	☐ Reaching	☐ Speaking	☐ Assistance with Managing Medications
☐ Breathing	☐ Interacting with Others	☐ Reading	☐ Standing	☐ Other: (describe)
☐ Caring for Self	☐ Learning	☐ Seeing	☐ Thinking	
☐ Concentrating	☐ Lifting	☐ Sitting	☐ Walking	
☐ Eating	☐ Performing Manual Tasks	☐ Sleeping	☐ Working	

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Major bodily functions:

☑ Bladder	☐ Digestive	☐ Lymphatic	☐ Reproductive
☑ Bowel	☐ Endocrine	☐ Musculoskeletal	☐ Respiratory
☐ Brain	☐ Genitourinary	☑ Neurological	☐ Special Sense Organs & Skin
☐ Cardiovascular	☐ Hemic	☐ Normal Cell Growth	☐ Other: (describe)
☐ Circulatory	☐ Immune	☐ Operation of an Organ	

What is the expected duration of the patient's impairment, including any residual effects? If the impairment is episodic, please indicate how frequent those episodes are expected to be and how long they will last.

Patient has pp multiple Sclerosis, relapsing remitting type. Episodes and of relapses are not Predictable.

Continued on next page

B. Questions to Help Determine Whether an Accommodation is Needed

An employee with a disability is entitled to an accommodation at work when the accommodation is necessary for the employee to perform the essential functions of his or her job. **Please review and consult the employee's job description, which is attached to this form, and answer the following questions:**

Are any of the employee's job functions impeded by the impairment noted above? ☐ **Yes** ☑ **No**

If yes, which job functions are so impeded and how?

C. Questions to Help Determine Effective Accommodation Options

Do you have any suggestions regarding possible accommodations to your patient's work environment or schedule which would enable or improve the employee's performance of the impeded job functions? ☑ **Yes** ☐ **No**

If so, what are they? 1) Working from home as needed
2) Able to take leave if she is feeling sick

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How would your suggestions improve the employee's ability to perform job functions?
- It will allow her to concentrate better
- Resting in between helps to improve muscle spasm

If the patient was provided with that accommodation, would the patient be able to return to work? ☑ Yes ☐ No

If yes, please list the date your patient could return to work: Patient is able to work c recomendations

D. Other Questions or Comments *(additional pages may be attached, if necessary)*

This patient has multiple sclerosis. This condition causes periodic relapses. Patient also experiences fatigue, weakness, muscle spasms and trouble in concentration on an ongoing basis. Recommend to allow some accomadations at work so that she can function better

amedisys

E. Health Care Provider's Information.

Signature: Pincy Credentials: FNP Date: 12/15/2020

Name: Pincy Varghese Practice: Neurology

Address: 1400 South Main St, Fort Worth, 76104

Phone number: 817-702-8400 Fax number: 817-702-3980

Confidential fax: 855.800.0162 *or*

Mail: Amedisys, Inc., ATTN: Kellie Brady, Employee Relations Consultant, 3854 American Way, Suite A, Baton Rouge, LA 70816 *or*

Email: kellie.brady@amedisys.com

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

For purposes of California: The California Genetic Information Nondiscrimination Act of 2011 (CalGINA) prohibits employers and other covered entities from requesting, or requiring, genetic information of an individual or family member of the individual except as specifically allowed by law. To comply with the Act, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic Information," as defined by CalGINA, includes information about the individual's or the individual's family member's genetic tests, information regarding the manifestation of a disease or disorder in a family member of the individual, and includes information from genetic services or participation in clinical research that includes genetic services by an individual or any family member of the individual. "Genetic Information" does not include information about an individual's sex or age.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

TIEL JENKINS,	§	
	§	
PLAINTIFF,	§	
	§	
V.	§	**CIVIL ACTION NO. 4:22-CV-01021-P**
	§	
AMEDISYS HOLDING, L.L.C. D/B/A ASANA HOSPICE, AN AMEDISYS CO.,	§	
	§	
DEFENDANT.	§	

DECLARATION OF KELLIE BRADY

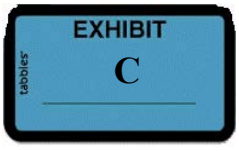
I, Kellie Brady, being duly sworn, do hereby state as follows:

1. I am currently employed by Amedisys Holding, LLC ("Amedisys") as a Senior Employee Relations Consultant. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, I could and would testify competently to each fact.

2. In December 2020 and January 2021, I was assigned to provide support to, among other areas, Amedisys' Care Center in Fort Worth, Texas.

3. I became aware of Ms. Tiel Jenkins's request for an accommodation due to her Multiple Sclerosis on or about December 3, 2020.

4. In connection with her request for an accommodation, Ms. Jenkins and myself exchanged numerous emails regarding the nature of her prior work from home schedule. I provided Ms. Jenkins with, among other things, a form for her medical provider to complete to assist Amedisys in determining whether Ms. Jenkins was eligible for an accommodation and, if



so, what accommodations may be reasonable. This form is known as the "ADA Accommodation" Form.

5. Ms. Jenkins returned the ADA Accommodation Form completed by her medical provider on December 17, 2020.

6. Based on the contents of the completed ADA Accommodation Form, myself along with consultation from Amedisys' Legal Department, determined that Ms. Jenkins was not eligible for an accommodation because her medical provider indicated that Ms. Jenkins did not have an impairment substantially limiting a major life activity and stating that Ms. Jenkins did not have an impairment that impeded her ability to perform her essential job duties.

7. Accordingly, on December 30, 2020, I sent an e-mail to Ms. Jenkins denying her requested remote work accommodation and offered her information about the availability of and process for requesting time off or leave in the event that she required it.

8. I also assisted from a Human Resources' perspective with Amedisys' investigation into Ms. Jenkins' falsification and backdating of an Election of Benefit ("EOB") form on January 5, 2020.

9. During the course of Amedisys's investigation, I reviewed statements from the Director of Operations of the Care Center regarding the incident, emails surrounding the incident, a statement by Ms. Jenkins, and the altered EOB, among other things. I also consulted with members of upper management and Amedisys' Compliance Department.

10. Amedisys's investigation revealed that Ms. Jenkins added information to an already signed EOB by adding the attending physicians name and information and filling in the date for the start of care. The investigation also considered Ms. Jenkins' admissions that she made a mistake.

11. As a result of the findings, Amedisys decided to terminate Ms. Jenkins' employment for violating Amedisys' policies.

12. Amedisys' then SS Hospice Area Vice President of Operations, Gary Walker, was the final decision-maker who decided to terminate Ms. Jenkins employment with Amedisys.

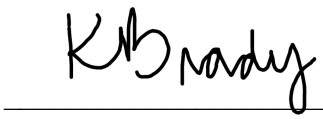
13. At no point did I disclose to Mr. Walker that Ms. Jenkins suffered from Multiple Sclerosis or any other medical condition.

14. Ms. Jenkins prior request for an accommodation due to her Multiple Sclerosis, or her Multiple Sclerosis, did not play any role in Amedisys's investigation or recommendations with respect to termination of Ms. Jenkin's employment.

[THE REMAINDER OF THIS PAGE LEFT BLANK]

Pursuant to 28 U.S.C. §1746, I declare under the penalty of perjury that the foregoing is true and correct to the best of my belief.

Executed this 3 day of March 2023



Kellie Brady

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

TIEL JENKINS,	§	
	§	
PLAINTIFF,	§	
	§	
V.	§	**CIVIL ACTION NO. 4:22-CV-01021-P**
	§	
AMEDISYS HOLDING, L.L.C. D/B/A ASANA HOSPICE, AN AMEDISYS CO.,	§	
	§	
DEFENDANT.	§	

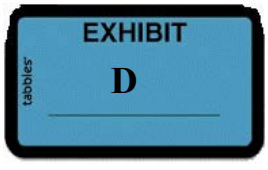
DECLARATION OF PAM KINARD

I, Pam Kinard, being duly sworn, do hereby state as follows:

1. I am currently employed by Amedisys Holding, LLC ("Amedisys") as Field Compliance Manager. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, I could and would testify competently to each fact.

2. Amedisys is subject to numerous compliance policies and is committed to providing end-of-life and palliative care services to persons who have terminal diagnoses in conformity with Medicare and Medicaid regulations when required.

3. Amedisys requires employees and other persons who provide patient care services on behalf of Amedisys or billing or coding functions to comply with all Federal health care program requirements, applicable laws, and with Amedisys's own policies and procedures, including Amedisys's Corporate Compliance Plan.



4. Amedisys's training records confirm that Ms. Jenkins had attended two training courses dedicated to reviewing Amedisys's Corporate Compliance Plan on February 12, 2020, and March 17, 2020.

5. Attached hereto as Exhibit D-1 is a true and accurate copy of Amedisys' Corporate Compliance Plan ("Compliance Plan").

6. On Page 10 of the Compliance Plan, under the section titled, "Financial Reporting and Business Records" the Plan states that, "No record or any entry therein will be falsified, back-dated, defaced, intentionally destroyed, or otherwise altered or tampered with in order to gain a real or perceived advantage for the Company."

7. Additionally, with respect to the provision of hospice services, Amedisys's Compliance Plan states on page 39 under the section titled, "Falsification of Documentation" the following:

> Hospice will not falsify any patient signature on a visit note, consent form, or any other documentation. Likewise, Hospice will not falsify the signature or other documentation of a physician on a referral, order, face-to-face certification, or any other documentation. Hospice will not falsify any part of a clinical record note to misrepresent the occurrence of all or part of any patient visit, including patient vital signs and responses to treatment

8. Additionally, since 2017, Amedisys has maintained Policy AA-004, Election of Hospice Benefit, that sets forth the requirements of the Election of Benefit statements that are required to be completed in order for a patient to elect the Hospice Medicare Benefit. Attached hereto as Exhibit D-2, is a true and accurate copy of Policy AA-004.

9. Amedisys's training records show that on October 1, 2020, Ms. Jenkins attended an Election of Benefit Addendum training that discussed Policy AA-004 and recent modifications to the policy.

10. Policy AA-004 requires, among other things, that the signed Election of Benefit statement include "identification of the patient's attending Physician and acknowledgement that the attending physician was chosen by the patient."

11. If the patient signs the Election of Benefit statement and the attending physician's name is not listed on the statement, the patient did not satisfy Medicare's requirements for making a valid election of hospice benefits because there is no acknowledgement that the attending physician was chosen by the patient.

12. I base the foregoing conclusion on my experience and, in part on, CMS Transmittal 209, attached hereto as Exhibit D-3. CMS Transmittal 209 states that "Hospice beneficiaries have the right to choose their attending physician" and it defines "attending physician" to mean the physician "identified by the individual, at the time he or she elects to receive hospice care as having the most significant role in the determination and delivery of the individual's medical care. (See 42 CFR 418.3)"

[THE REMAINDER OF THIS PAGE LEFT BLANK]

Pursuant to 28 U.S.C. §1746, I declare under the penalty of perjury that the foregoing is true and correct to the best of my belief.

Executed this 2nd day of March 2023

Pam Kinard

Pam Kinard

amedisys

THE AMEDISYS CORPORATE COMPLIANCE PLAN

AMEDISYS, INC.
3854 American Way, Suite A, Baton Rouge, LA 70816
(225) 292-2021 • amedisys.com

EXHIBIT
D-1

TABLE OF CONTENTS

Created May 1999
Revised October 1999
Revised December 2000
Revised January 2002
Revised March 2003
Revised March 2006
Revised December 2006
Revised December 2008
Revised March 2010
Revised December 2010
Revised July 2013
Revised April 2014
Revised April 2015
Revised January 2016
Revised August 2016
Revised November 2016
Revised December 2017
Revised December 2018
Revised January 2020

OVERVIEW

The Amedisys Corporate Compliance Program represents the principles and rules guiding the care we provide and how we are reimbursed for that care. The Corporate Compliance Program promotes accuracy and integrity in all aspects of our Company, whether administrative, clinical, clerical, or financial.

Certain key aspects comprise the Company's Compliance Program, such as:

- **Authority** — Our Compliance Program efforts are sanctioned and supported by the Company's governing body. The Amedisys governing body has delegated certain compliance responsibilities to the Chief Compliance Officer ("CCO") and the Corporate Compliance Committee — but all staff are ultimately responsible for compliance.
- **Responsibility** — All Amedisys staff, regardless of status or position or company division, are responsible for ensuring adherence to the Compliance Plan.
- **Corporate Compliance Plan** — The Company, through its governing body, has developed and implemented a written Corporate Compliance Plan and has sanctioned all compliance monitoring and enforcement activities described in the Plan. All staff are aware of the Company's rules and expectations and strive to represent the company in an ethical manner.
- **Standardization** — All staff follow the processes, practices, and written policies specific to this Company; and all divisions and departments operate under these standards.
- **Education** — All Company staff receive training and education, including orientation and annual updates, about standards of conduct, compliance issues, and fraud prevention.
- **Monitoring** — There is a continuous focus on detecting and deterring fraud through audits and disclosure mechanisms, like the Compliance Hotline, with which staff may report suspected fraud and abuse or other questionable behavior.
- **Enforcement** — The Chief Compliance Officer and/or the Corporate Compliance Committee will ensure that appropriate action, including disciplinary action, and responses to reported or identified issues of concern in accordance with the authority granted by the Company's governing body.

The Corporate Compliance Program promotes accuracy and integrity in all aspects of our Company.

WHERE DO I FIND THE COMPLIANCE PLAN?

The Company's written Corporate Compliance Plan is available to all staff at the corporate office and at every agency. You may access the Amedisys Compliance Plan through the Company's intranet site (amedisys@work) by going to the Compliance subpage under "Support Centers".

Each employee should read the Compliance Plan to ensure we understand all of the requirements and expectations, as well as their impact on our job responsibilities.

As you read through the Compliance Plan, feel free to ask questions and seek clarification about any parts that are unclear.

HOW DO EMPLOYEES LEARN ABOUT THE COMPLIANCE PLAN?

The importance of compliance and the contents of the Compliance Plan are communicated to all staff through extensive compliance training. Amedisys trains staff on compliance upon hire, at New Employee Orientation, and annually each year.

HOW DOES COMPLIANCE IMPACT MY JOB?

Regardless of whether you work in direct patient care, back office support, or corporate office support, compliance and the Company's Compliance Plan affects your job. All Company processes relating to care and service delivery will be handled in accordance with the regulations and guidelines established by the entity responsible for payment/coverage of those services, and in compliance with respective federal and state laws and regulations—which includes Medicare, Medicaid, insurance, managed care organizations (HMOs, PPOs, etc.), private pay sources, etc.

Clinical Standards

If you work in clinical services (nursing, home care aide, therapy, social services, nurse practitioners, etc.), you must help ensure that all specific reimbursement criteria are met in order for the patient to qualify for care and services. Therefore, it is important that you have a basic understanding of Company policy and payor standards.

Appropriate assessments and evaluations will be made in accordance with Company policy to determine patient needs and status, and will be documented in a concise, professional manner. In addition, periodic reassessments/reevaluations, based on individual patient needs and/or regulatory requirements, will be performed and documented to ensure that the patient continues to meet the criteria/requirements upon which care and service delivery are based.

You must follow payor regulations as well as the Company's established policies and procedures regarding patient care.

Billing Standards

All claims for coverage, reimbursement, or payment for care and services rendered, regardless of the source of that payment, will be accurate and complete, will be based on medical necessity, and will be documented in a manner consistent with the payor requirements. The Company follows its established policies and procedures for billing and claims processing.

Each Company staff member involved in any aspect of the billing and claims submission process will be familiar with the appropriate requirements for these activities and will receive special training regarding billing compliance.

We monitor adherence to proper billing procedures through direct auditing and electronic reviews.

REPORTING OBLIGATIONS

No matter what your role or status is in our Company, if you have compliance concerns about the integrity of the care and services delivered and/or the billing we do for those services, it is your obligation to bring these matters to the attention of the Company's Chief Compliance Officer or any member of the Corporate Compliance Committee.

The Company has established a confidential Corporate Compliance Hotline, which is available 24 hours a day, 7 days a week, to report any compliance problem or ask for guidance regarding any compliance issue. The Corporate Compliance Hotline may be reached by calling **1-800-464-0020**.

Under the Company's Compliance Plan, the CCO and the Corporate Compliance Committee will ensure handling of issues identified or reported in a confidential manner. There will be no retaliation permitted against anyone who reports compliance concerns in good faith.

No matter your role or status in our Company, if you have compliance concerns, you have an obligation to report it.

GENERAL POLICY

The philosophy of Amedisys regarding fraud, waste, and abuse, is based on the fundamental principle of "zero tolerance". Proper conduct is expected of all Company divisions and all employees/staff at all times when conducting business and performing services on behalf of the Company. Amedisys strives to promote an environment of honesty, integrity, and fairness in all Company matters. Inappropriate business behavior, as identified in the written Corporate Compliance Plan and the policies that are an integral part of the Compliance Program, as well as conduct that may be perceived as fraudulent, wasteful, and/or abusive, will not be tolerated. Amedisys personnel shall not violate these compliance policies or other legal or regulatory obligations because of an "industry practice".

The Company's Corporate Compliance Program establishes and oversees measures to detect, deter, and handle fraud, waste, and abuse, and to promote a high level of integrity and ethical behavior among all Company staff. All Company divisions and all Company staff regardless of status or position within the Company will follow the Compliance Plan.

WHAT IS EXPECTED OF ME?

Every Amedisys employee is expected to represent the Company in an honest, reliable, and ethical manner at all times. Integrity in all interactions is a must, regardless of whether you are dealing with patients or family/caregivers, physicians, peers/co-workers, hospital or other institutional staff, vendors, contractors, payors, or state or federal government authorities, etc.

All staff should be familiar with any federal and/or state regulations that pertain to your respective job role at Amedisys and to ensure compliance with those regulations.

Job description tasks and responsibilities have been developed with a focus on conduct that promotes adherence to Company policies and procedures as well as state and federal regulations. This promotes integrity and discourages fraud and abuse.

Because the Compliance Plan sets forth various activities and behavior that are acceptable, as well as those that are prohibited, each staff member is responsible for being familiar with the Compliance Plan and the manner in which its contents pertain to your responsibilities within the Company.

It is the expectation that each employee not only conduct yourself in an appropriate manner, but also that you remain alert to and report any questionable activity observed around you. Disciplinary action may result from the knowing or negligent failure to report compliance violations.

Ultimately, our Company's compliance is about doing the right thing, for the right reasons, every time.

Do the right thing,
for the right reasons,
every time.

PART 1:
CORPORATE COMPLIANCE PLAN

This document constitutes the formal Corporate Compliance Plan for Amedisys Inc., and all service lines, offices, and agencies, including home health care, hospice, and personal care.

Section 1: Overview - General Standards of Conduct

The provisions of this Corporate Compliance Plan reflect Amedisys' firm commitment to business and operational practices that are above reproach and reflect our integrity and corporate culture. Above all, we intend to provide quality care and services in an efficient, cost-effective manner while maintaining flexibility in an ever-changing healthcare environment.

This Corporate Compliance Plan is designed to communicate to all Amedisys employees, at all levels, regardless of division, whether corporate or individual Agency staff, the expectations and standards of conduct that we expect to be upheld in the performance of all Company activities and services.

Plainly stated, Amedisys maintains a position of "zero tolerance" when it comes to fraud, waste, and abuse.

Following the Corporate Compliance Plan are the Compliance Policies for the company's various divisions. Each Amedisys division will abide by both the Corporate Compliance Plan and the related general compliance policies of Amedisys, as well as the individual Division Standards of Conduct applicable to their respective divisions (see Part 2, home health division; Part 3, hospice division and Part 4 personal care line).

Amedisys personnel are not to violate these corporate compliance policies or other legal or regulatory obligations because of an "industry practice".

ANTI-FRAUD PROTECTIONS

Under federal law, it is unlawful to submit false or fraudulent claims for payment for the provision of services to any payor—including Medicare and Medicaid. Amedisys will strive to always be compliant with the law and will enforce a "zero tolerance" for fraud and abuse.

The term "false or fraudulent claims" includes such things as:

1. Submitting claims for services not rendered;
2. Submitting claims for services delivered to non-qualifying or ineligible Medicare beneficiaries;
3. Submitting claims for services provided without physician authorization (certification, orders, etc.);
4. Submitting claims for medically unnecessary services;
5. Submitting claims for inappropriate or excessive services;
6. Intentionally submitting and/or receiving payment for duplicate claims for the same service ("double billing");
7. Billing for substandard and/or inadequate care (including denial of clinically-necessary services);
8. Billing for services provided by unqualified or unlicensed clinical personnel;
9. Submitting claims with supporting documentation containing falsified signatures;
10. Submitting claims for "upcoded" diagnoses;
11. Submitting claims for referrals obtained through kickbacks.

CLAIMS REVIEWS

In an effort to ensure proper claims submission, Amedisys monitors the claims process both pre- and post-submission. The Company's monitoring processes provide for appropriate review to ensure:

1. sufficient and timely documentation to support the claims,
2. timely, authenticated, and dated physicians' plans of care and related orders,
3. proper evidence that reimbursement requirements have been followed,
4. the patient has met the eligibility criteria,
5. proper diagnosis and coding have been included, and
6. no evidence of duplication of services.

To ensure proper claims submission, Amedisys has established policies and practices that monitor the claims process.

CODING REVIEWS

Although coding for billing actually begins in the field, the coding process undergoes extensive internal controls once patient assessments are uploaded into Amedisys' billing system. Specifically, we utilize an automated coding compliance computer program to sweep all assessments and identify any that feature coding patterns contrary to applicable regulations. Exception reports of all potentially problematic claims are generated and a team of centralized coding experts reviews all exceptions in real time and communicates with local staff to resolve any problems prior to the submission of any claims for payment.

COST REPORTS

Medicare and certain Medicaid programs require the submission of a cost report detailing the Company's overhead, administrative, and other general costs related to patient care and the provision of related services. Medicare also requires that an organization disclose the identity of all related parties with whom it conducts business. Even though home health is reimbursed under a Prospective Payment System that no longer depends on cost reports, these cost reports are still required and their accuracy is very important. Amedisys will not withhold information regarding related party transactions. Additionally, Amedisys will not inflate, misrepresent, or falsely allocate information on cost reports. All cost report data that is submitted will be accurate, timely filed, and substantiated by appropriate documentation.

Certain cost-report practices are unacceptable, including things such as:

- Submitting falsified information;
- Including non-allowable costs;
- Intentionally including false claims on the cost report;
- Failing to refund credit balances;
- Including non-allowable costs associated with acquisition and/or divestiture of business units;
- Failing to disclose the identity of all related parties with whom the Company conducts business, or inflating, misrepresenting, or falsely allocating the cost of services provided to or by a related party.

EMPLOYMENT OF EXCLUDED INDIVIDUALS

The Company will not employ or contract with any individual or entity that has been excluded from participation in federal health care programs. The OIG on-line searchable database and the SAM (formerly GSA) exclusion list will be used to verify that employees, physicians, and contracting individuals or entities have not been excluded from participation in federal health care programs prior to hire, contract or first referral and annually thereafter. Persons who have been excluded, but subsequently complete their exclusionary period shall nonetheless be restricted from having direct responsibility over or involvement in the Company's dealings with Medicare or Medicaid.

NON-DISCRIMINATION

The Company will not discriminate in its admission or discharge practices, or in its employment decisions, on the basis of a person's race, gender, ethnicity, nationality, religion, or other protected class membership.

CLINICAL DOCUMENTATION

Because the clinical record constitutes the definitive evidence supporting all claims and bills submitted to payors, it is essential that the information contained therein is accurate, precise, and complete. No medical record should ever be falsified, altered, or otherwise written in such a way that it does not accurately reflect the services rendered on the days and at the times

actually provided. Any amendment to a clinical record should be appropriately made according to applicable state law. Visit notes should be signed by the patient and/or their caregiver. In absence of any state-specific authority, corrections to an electronic medical record should be made by following clinical operational policies per your service line.

It is essential that the information contained in the clinical record is accurate, precise, and complete.

FINANCIAL REPORTING AND BUSINESS RECORDS

Amedisys maintains a high standard of accuracy and completeness in its financial records. Those records serve as the basis for managing the Company's business, for measuring and fulfilling our obligations to shareholders, patients, employees, suppliers, payors, and others and for compliance with regulatory, tax, and financial reporting requirements.

It is the explicit policy of Amedisys to comply with the recording requirements of applicable law, including Sarbanes-Oxley, established financial standards, generally accepted accounting principles.

All items of income and expenditure, including payroll records, and all assets and liabilities are to be entered on the financial records of the Company and accurately and adequately described as appropriate for legitimate business purposes, as required by law, and in accordance with generally accepted accounting principles. The Company will not unlawfully keep or otherwise fail to properly return overpayments identified and/or adjudicated as owed to the Federal or State governments.

Reports and other information requested by and submitted to governmental authorities, including but not limited to, the respective state's Department of Health and other state government agencies, the United States Department of Health and Human Services, federal Centers for Medicare and Medicaid Services (CMS), fiscal intermediaries, the Office of the Inspector General (OIG), etc., are accurately made in all respects and are rendered in a timely manner in accordance with guidance and instructions from the respective governmental authority. In addition, the Company will make available to authorized government authorities information, as necessary, for such entities to make appropriate determinations with respect to matters under their respective jurisdictions.

The Company and each of its Divisions and operating units, as applicable, will meet required record-keeping obligations. No record or any entry therein will be falsified, back-dated, defaced, intentionally destroyed, or otherwise altered or tampered with in order to gain a real or perceived advantage for the Company. Nothing herein, however, is intended to prevent the routine, periodic purging of unnecessary materials or the preservation of accurate records documenting the reasons for certain actions that might be subsequently questioned, in accordance with Company policy.

IMPROPER PAYMENTS: BRIBES AND KICKBACKS

Amedisys' compliance includes a focus on proper marketing and business development practices. The primary areas of concern are kickbacks and other forms of illegal remuneration. Such acts place the Company at risk by illegally influencing referral patterns of physicians, hospitals, and other referral sources for financial reasons, as opposed to legitimate, medical reasons. As such, any type of kickback or other remuneration is strictly prohibited.

Under both federal and state law, it is illegal for any person or any company offer, pay, solicit, or receive anything of value to or from any other person to induce or in return for:

1. the referral of an individual(s) or recommendations for the referral of an individual(s) to an agency or related party; and/or
2. the purchase, lease, or order, or recommendations for the purchase, lease, or order, of any goods, service, or item for which payment may be made, directly or indirectly, in whole or in part, by the federal health care programs. This includes such practices as:
    - Payments made to a physician(s) or a physician's staff for certification of patient plans of care or in return for patient referrals;
    - Payments made to a physician(s) for services not rendered;
    - Payment(s) made to physicians for actual services rendered, but where the payment exceeds fair market value; and
    - Providing Amedisys-compensated personnel or Amedisys' assets to other entities including hospitals, physicians, nursing homes, and other health providers for the purpose of inducing referrals or strengthening business relationships.

Payments in the nature of "kickbacks" or "bribes" intended to induce or reward favorable decisions or actions are not to be used in connection with any of the Company's business. For purposes of the Compliance Program, the terms "kickbacks" and "bribes" include any remuneration, whether made directly or indirectly, overtly or covertly, or in cash or in kind.

No employee or representative of the Company shall, in violation of any applicable law, offer or make, solicit or receive, directly or indirectly, through any other person or firm, any payment of anything of value (in the form of compensation, gift, contribution or otherwise) to or from:

- any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, for the purpose of inducing or rewarding favorable action by the customer in any transaction, or
- any person or firm employed by or acting for or in behalf of any governmental agency, for the purpose of inducing or rewarding any action or the withholding of any action by such agency in any governmental matter.

The Company will also not submit claims for patients who were knowingly referred to the Company where the referring physician (or a direct member of his/her family) has a financial

relationship—consisting of either an ownership interest or a compensation arrangement—with Amedisys that is not excepted under applicable regulations.

No Amedisys representative may offer or pay any amounts out of personal or non-company funds that would otherwise be deemed a violation of these rules if done by the Company.

Contracts with Referral Sources or Persons/Entities to Whom Amedisys Refers

All contractual arrangements with referral sources, including Physician Consultant agreements and contracts leasing office space, should be reviewed and approved by the Amedisys Chief Compliance Officer. Additionally, under federal law, any contract for Physician Consultants or for the lease of space from a physician or group of physicians, must meet the following standards:

- The agreement must be set out in writing and signed by the parties;
- Specification of the services or lease, including specific times (if in intervals), to be provided by the physician;
- Requirements for documentation of accomplishment of tasks or services rendered by the party providing the service, and maintenance of the documentation by the Company;
- The aggregate services or space contracted for do not exceed those that are reasonable and necessary for the legitimate business purposes of the arrangement;
- The term of the agreement must be for a period of at least 1 year;
- The compensation or payment for the service or lease must be set in advance and consistent with fair market value, and not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the two parties; and
- The services performed under the agreement do not involve the promotion of a business arrangement or other activity that violates any federal or state law or regulation.

"Fair Market Value" (FMV) is established at the corporate level and individualized for each market. Fair market valuations will be based on an amount that a willing buyer and seller would exchange for particular good or service in an arm's length transaction without regard to actual or potential referrals generated between the parties.

- FMV for Physician Consultants—Fair market value will be determined in accordance with corporate compensation surveys and/or G0181 reimbursement standards. No Physician Consultant who may be an actual or potential referral source will be paid in excess of the fair market value standards set by the CCO.
- FMV for Leases—Fair market value will be based upon the average of multiple, comparable rentals from other similarly-situated products, premises, or services in the local market that are not owned by an actual or potential referral source.

Inducements to Patients & Beneficiaries

Consistent with federal law, no gift or other remuneration may be given to any actual or potential patient or patient's family, either directly or indirectly, overtly or covertly, in cash or

in kind, in order to induce or reward such person(s) to utilize Amedisys' services. Items not of substantial value (i.e., less than $10 per individual gift and not more than $50 in the aggregate annually) may be given to a patient, provided such is not presented as a quid-pro-quo for utilizing Amedisys' services. Charitable and/or other humanitarian gifts that may potentially benefit a patient may be given through a legitimate charitable organization, provided the recipient is not aware of the original source of the contribution.

Physician Consultant Payments

No physician or other referral source may provide consulting or advisory work for Amedisys (including Medical Director services) without having an Amedisys-approved contract in place. The CCO or his designee should review each agreement to ensure it comports with federal safe harbors. All invoices for payments to physician consultants must be approved by the CCO prior to payment. Invoices must be submitted on appropriate forms and contain satisfactory documentation that legitimate services were provided.

Physician ownership of or significant financial interest in Amedisys may not exceed applicable regulations.

Joint ventures between Amedisys personnel and individuals or entities who can make Medicare/Medicaid referrals are not to be allowed without the prior approval of the Chief Compliance Officer.

Safe Harbors and Regulatory Exceptions

The Company may make use of safe harbor and regulatory exceptions to the Federal anti-kickback law and/or Stark law, where appropriate, which may permit certain financial practices between Amedisys and referral sources.

Based on federal regulations, these restrictions are not intended to apply to ordinary and reasonable business entertainment or gifts not of substantial value (i.e., less than $300 in annual, aggregate value), customary in local business relationships, and not in violation of law as applied in that location. When customer organizations, governmental agencies, or others have published policies intended to provide guidance with respect to acceptance of entertainment, gifts, or other business courtesies by their employees, such policies should be respected.

Company management should exercise sound discretion and control in authorizing entertainment or gifts.

Company management should exercise sound discretion and control in authorizing entertainment or gifts. However, this should not be construed in any way as encouragement to make or receive such entertainment or gifts.

CORPORATE COMMUNICATIONS

Promotional material circulated under our company's name makes a representation on behalf of Amedisys. Given the gravity and potential consequences--both from a legal and a business standpoint--that can impact Amedisys, all such communications must be reviewed and approved at a corporate level by the Senior Vice President of Marketing and the CCO before being disseminated. This includes, but is not limited to:

- Communication and print material
- Advertising/media relations (print, radio, television, Internet, outdoor, etc.)
- Printed collateral for special events (dinner meetings/symposiums, career/job fairs, consumer health fairs, etc.)
- Speaking engagements
- Exhibit/display board designs, and trade shows and exhibits.
- Publishing of outcomes information

Marketing is responsible for and must coordinate the concept, design and development of the actual item, while Legal ensures that the communication is not violative of the law or any third party's rights. The CCO is responsible for ensuring that our marketing practices are consistent with Federal healthcare fraud and abuse laws, including but not limited to the Federal Anti-Kickback Statute and the Stark Law. All these corporate groups work closely together to ensure that all local, regional and national communication is compliant with all legal requirements as well as the company's image and brand.

ANTITRUST (ANTI-COMPETITIVE BEHAVIOR)

Antitrust laws are designed to protect free and fair competition. Amedisys will strictly abide by the letter and intent of federal and state antitrust laws in order to promote honest competition. In an effort to familiarize employees with the basic principles of what antitrust law means and how it applies to Amedisys, the following summarizes the applicable laws and regulations.

Amedisys will strictly abide by the letter and intent of federal and state antitrust laws in order to promote honest competition.

Each individual employee should recognize possible antitrust issues and avoid both illegal conduct as well as questionable conduct that may prompt investigations or litigation. Employees should confer with the CEO or his designee or with the Company's Chief Compliance Officer for advice whenever they face a business issue raising possible antitrust concerns.

- All arrangements and relationships with competitors must be carefully entered into since such relationships frequently raise anti-competitive/antitrust issues. Any understanding or agreement (including those agreement that are implied from a course of conduct) with any competitor to fix prices, agree on labor costs, or allocate markets, is illegal in most instances.

- Because of the potential risk for antitrust issues, no employee should discuss or exchange any information with a competitor concerning: (i) any aspect of pricing, including maximum or minimum prices, discounts, or credit or payment terms, (ii) services to be provided in the market, (iii) key costs such as labor costs, or (iv) other non-price information (such as marketing plans), without first obtaining the approval of the Legal Department.
- Relationships with customers and suppliers also raise antitrust issues in certain circumstances, particularly if the Company occupies a significant market position in its geographic region. The legal department should be consulted before (i) entering into any exclusive dealing arrangement in which you agree with a supplier (including a physician) not to do business with the supplier's competitors, (ii) conditioning the sale of one product on the requirement that the customer also buys another of the vendor's products or services or the vendor's full line of products or services, (iii) refusing to deal with suppliers (including physicians) who sell to or otherwise benefit competitors, and (iv) refusing to do business or deal with customers or suppliers for competitive reasons such as to lessen competition or to attempt to create or maintain a monopoly (e.g., a refusal to deal with suppliers who sell to customers who are price-cutters).

It is important that common sense and good judgment be used to avoid antitrust problems.

- It is important that common sense and good judgment be used to avoid antitrust problems. Avoid discussing any prohibited or sensitive subjects with a competitor unless you are proceeding with the advice and consent of the Company's CEO. If a competitor raises a prohibited subject, end the conversation immediately. Be particularly alert at professional, industry/trade association meetings in your choice of words both orally and in writing about any prohibited conduct since someday it might be disclosed. Do not provide any information in response to an oral or written inquiry concerning an antitrust issue without first consulting with the CEO or the CCO.
- On a case-by-case basis, the CEO will determine the need for additional detailed guidelines to address various antitrust issues and will confer with the Company's CCO and outside legal counsel for guidance. Those guidelines should be consulted and followed.

COMPLIANCE WITH OTHER LAWS AND REGULATIONS

Amedisys is in the business of providing Medicare and Medicaid home health care, hospice, personal care, nurse practitioner, and therapy services to patients throughout the United States. These services will be provided pursuant to applicable federal, state, and local laws, rules, and regulations and may be subject to other regulations, such as those pertaining to access to treatment, consent to treatment, medical record keeping, patients' rights, terminal care decision-making, and Medicare or Medicaid regulations. As a health care provider, Amedisys is also subject to HIPAA, and the Company and its employees will abide by the Company's HIPAA policies and procedures at all times.

Additionally, like other businesses, the Company is subject to relevant federal and state laws or statutes, discrimination laws, and general and professional liability laws.

Every employee should be familiar with the general legal and regulatory requirements that apply to his/her area of responsibility and should periodically keep current with the changes thereto. Employees, however, are not expected to become experts in all legal and regulatory requirements and, therefore, should consult with the CCO or other designated management representative for advice whenever faced with an issue that raises possible legal or regulatory concerns.

Significant training will be provided at both the corporate level and the agency level to ensure that staff are qualified to perform their jobs and to ensure that everyone is generally knowledgeable about the law and our legal duties.

Every employee should be familiar with the general legal and regulatory requirements that apply to his/her area of responsibility.

CONFLICTS OF INTEREST

Conflicts of interest should not be allowed to exist or remain in place where a person's actions or activities on behalf of the Company also involve the obtaining of a personal benefit or gain, or result in an adverse effect upon the best interests of the Company, or provide a competitor an improper or illegal gain or advantage to the Company's detriment. Some specific examples of potential conflict of interest situations:

- Holding a financial interest in, or engaging in activities on a consulting basis, or otherwise, with an agency or other entity which provides services, supplies, or equipment to Amedisys or with an agency or entity which is in competition with Amedisys, or is engaged in activities in which Amedisys may have a present or future interest. (This does not apply to personal investments of less than five (5) percent in the stocks or shares of corporations or institutions traded on a major national securities exchange.)
- Speculating or dealing in services, equipment, or supplies which are purchased by Amedisys if the individual stands to gain financially, or where such speculations or dealings would be contrary to the Company's best interests.

- Borrowing money from suppliers or contractors. (This does not apply to transactions with banks or commercial lending institutions that do not involve concessions to the individual because of such individual's position within the Company).
- Accepting favors, gifts, or entertainment that others may perceive to be substantial enough to influence such individual's selection of services, or to influence such individual's judgment in otherwise representing the Company. Acceptance of perishable or other gifts of a nominal value (less than $50) or reasonable personal entertainment is not improper, but care must be exercised to be sure than continuation of such action does not gradually lead to an embarrassing or unwanted obligation. In the case of gifts that are of a substantial nature, these should be returned to the donor with the explanation that Amedisys' policy prohibits acceptance.

- Acquisition by purchase or lease of real estate in which it is known that Amedisys might have an interest, or which may appreciate in value because of the Company's possible interest in nearby property. An employee should not acquire any financial interest in a business when the acquisition of such business is or should be under consideration by the Company.

Each Amedisys employee is free to participate actively in the political affairs of his or her community, state, and country.

All conflict of interest questions or concerns must be disclosed to the CEO of the Company, the Company's Chief Compliance Officer, and/or to the Compliance Committee described later in this plan. Corrective action generally will focus on minimizing or eliminating the conflict of interest between the individual and Company.

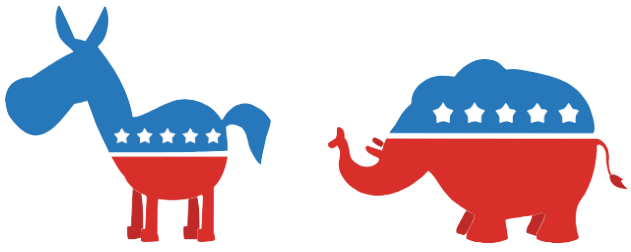
POLITICAL ACTIVITY

Each Amedisys employee is free to participate actively in the political affairs of his or her community, state, and country, and to stay informed on public issues and on the positions and qualifications of candidates for public office. Amedisys does not seek to limit the activities in which employees may participate on their own time or the gifts or contributions they make with their own funds.

Nevertheless, no gift or contribution may be made or authorized to be made with Company funds or resources to any candidate for public office, campaign fund, political party, or organization, unless such gift or contribution is expressly permitted by state and federal law. Any such actions must be approved in advance by the CEO.

With the exception of payments required or authorized by law to be made to public officials, such as tax payments or payments for licenses or permits, no payment, gift or contribution may be made, either with Company funds or the personal funds of any Company or Agency employee, to any official or employee of any federal, state or local government for the purpose, in whole or in part, of influencing such official's or employee's conduct, action or decision in any matter. No payment shall be made in the nature of a kickback or bribe designed to encourage or elicit favorable action.

Nothing in this plan shall prohibit or restrict the Company from establishing a political action committee for purposes of lobbying and promoting legislative beneficial to the Company and its shareholders, provided, however, that the formation of any PAC shall be approved in advance by the CEO.



Section 2: Compliance Oversight

The following information describes the guidance, monitoring, reporting, and enforcement procedures that ensures effective compliance. The Amedisys governing Board of Directors is ultimately accountable for the Company's compliance program and the overall compliance of the Company and all its divisions.

THE ROLE OF THE CHIEF COMPLIANCE OFFICER

The Amedisys governing body has designated a Chief Compliance Officer (CCO) to serve as the focal point for all compliance activities. This individual will be responsible for planning, organizing, implementing, and overseeing the compliance program. The CCO will be accountable to the Amedisys CEO and governing body and will be responsible for at least the following:

Guidance

Monitoring

Reporting

Enforcement

- Developing, coordinating, and participating in education and training of all Company staff, including leadership and management, with respect to the compliance program;
- Developing and periodically reviewing policies and procedures related to the compliance plan, standards of conduct, education and training, fraud and abuse, monitoring and review activities;
- Evaluating reported instances of questionable behavior (i.e., potential fraud or abuse), assessing each individual situation on a case-by-case basis, and gathering essential facts and related information in each case;
- Reviewing the nature and content of calls received via the Compliance Hotline and taking appropriate action;
- Coordinating personnel issues with the Company's Human Resources Department, including investigations and disciplinary action as well as education and training;
- Assisting the Company's management staff in coordinating internal compliance review and monitoring activities;
- Submission of periodic and annual reports on compliance activities to the Company's CEO and governing body; and
- Ensuring periodic review, evaluation, updating and revision of the compliance program and related elements.
- Reviewing all contracts with actual or potential referral sources or those from whom Amedisys may receive referrals for services or those to whom Amedisys may refer patients.

As needed, the CCO will confer with the Compliance Committee, particularly when evaluating

sensitive issues or alleged fraudulent or abusive behavior, and when making a determination as to the appropriate action to be taken. The CCO also will make recommendations concerning disciplinary action. In addition, the CCO will also assess the potential liability, if any, for the Company in each situation, as well as the possible outcome if no action were to be taken.

Objectivity, discretion, and confidentiality will be ensured in the evaluation of all instances of reported questionable behavior.

The CCO will also be available for management and staff questions relating to the elements of the Compliance Plan.

The Chief Compliance Officer is available for staff questions relating to the elements of the Compliance Plan.

THE CORPORATE COMPLIANCE COMMITTEE

The Corporate Compliance Committee is responsible for generally overseeing the Company's compliance program (under the delegated authority of the governing body). The Corporate Compliance Committee consists of members of Amedisys' executive leadership staff, who have the authority to take action at the highest level.

Amedisys' Corporate Compliance Committee is comprised of, but not limited to, people with the following titles:

- President and/or Chief Executive Officer
- Chief Compliance Officer
- Chief Financial Officer
- Chief Operating Officer
- Chief Information Officer
- Chief Human Resource Officer
- Chief Enablement Officer
- General Counsel & SVP Government Relations
- President of Home Health
- President of Hospice
- Senior Vice President of Assurance Services
- Vice President Deputy Compliance Officer
- VP Compliance - Audit

For current list of individuals and their contact information, please view the Compliance Committee List on Amedisys@Work, using the following path:

Amedisys@Work > Support Centers > Compliance > Links > Compliance Committee List

The Company's CCO serves as the Chairman of the Compliance Committee.

This Corporate Compliance Committee meets regularly, at least once per quarter and more frequently as needed, to review established standards and procedures, review communication and monitoring activity, review any reports of suspected violations of the program, and assist in determining consistent disciplinary and other action for compliance program enforcement. Information concerning the Compliance Committee's activities is also periodically submitted to the Amedisys Board of Directors (i.e., governing body) by the CCO.

All meetings of the Corporate Compliance Committee are documented in meeting minutes and maintained in a confidential manner to ensure the integrity of the Amedisys compliance program.

Section 3: Compliance Reporting

All Amedisys employees have a duty to the Company to report any questionable activity or fraudulent conduct. Additionally, all employee All Amedisys employees have a duty to the Company to report any questionable activity or fraudulent conduct. Additionally, all employees are encouraged to question activities thought to be potentially fraudulent prior to undertaking them. Employees may be subject to disciplinary action, up to and including termination, for failing to report violations of the Compliance Plan.

How to Report—To assist and encourage prompt reporting of suspected problems without the fear of retribution, employees may report suspected violations by telephone to the CCO or to any member of the Compliance Committee on an anonymous basis. Amedisys also provides a confidential Compliance Hotline, which may be used at any time.

THE TOLL-FREE COMPLIANCE HOTLINE NUMBER IS: 1-800-464-0020.

Calls to the Compliance Hotline will be received 24 hours a day, 7 days a week, via a third-party answering service, ComplianceLine, who answers calls, obtains information, and forwards issues to the CCO. A log of all calls will be maintained by the CCO and summary information will be communicated to the Compliance Committee and the Board of Directors. The CCO and Compliance Committee will then evaluate the reported activity, determine the relevant facts, and take appropriate enforcement and other corrective action as indicated.

While the Company will handle all complaints as confidentially as possible, staff should nonetheless be aware that their allegations and/or identity are subject to disclosure as necessary to complete the Company's investigation or as required by law, but in all instances, the Company will maintain confidentiality to the fullest extent possible. Our non-retaliation policy also applies to calls made to the Compliance Hotline.

Any employee, regardless of position or status, may call the Compliance Hotline to obtain assistance and advice on issues relating to the Compliance Plan, policies and procedures, and other matters pertaining to actual or potential fraud and abuse.

The Compliance Hotline is also available to report any questionable accounting practices or financial improprieties.

The Amedisys Compliance Hotline is also available for any person to report questionable accounting practices or financial improprieties involving Amedisys or any division or operating unit. Any complaint implicating the Company's accounting or financial reporting will be immediately forwarded by the CCO to the Chairman of the Audit Committee of the Amedisys Board of Directors.

Section 4: Compliance Training

The best way for Amedisys to fight and deter fraudulent activity is through the prevention of its occurrence; and the primary mechanism for preventing fraud and abuse is through mandatory, routine compliance training and education.

GENERAL COMPLIANCE TRAINING

All Amedisys staff, regardless of Division or position within the Company's corporate offices or individual Agency locations, will receive training on the Compliance Plan and related aspects of the overall compliance program. Because the compliance program for Amedisys pertains to any individual who provides patient care and services for Amedisys, compliance education will also be provided to individuals who are utilized by the Company or any Agency on an individual contract or arrangement contract basis. Established Compliance Program policies and procedures regarding training and related documentation will be followed.

All new employees are required to complete basic compliance training during orientation and within thirty- (30) days of hire. Additionally, all new employees will receive additional compliance training during New Employee Orientation. For tenured staff, periodic compliance updates and in-services will be conducted as needed, but at least on an annual basis.

This portion of the compliance program training will be established and maintained by the Company's CCO with recommendations from the Compliance Committee as to pertinent topics and issues to be addressed at these training sessions.

Employees who join Amedisys through an acquisition are required to complete all Amedisys compliance training sessions during their agency transition process, with oversight by appropriate Amedisys corporate personnel.

Documentation of completion of compliance program training should be maintained in each staff member's personnel record. Every effort will be made to ensure that all Company staff, regardless of employment status, are enlightened and aware of the Company's Compliance Plan, including accepted standards of conduct, and its relevance to their respective position and role within the Company.

> The primary mechanism for preventing fraud and abuse is through compliance training and education.

BILLING COMPLIANCE TRAINING

Because the billing process represents the touchstone for all revenue and compliance risk, Amedisys has implemented a comprehensive billing compliance training program. This program is required of all staff involved in billing and coding functions for the Company.

The annual billing compliance process training details the specific billing system controls and procedures designed to insure the propriety of Amedisys' claims to Medicare and other payors. Participants are required to complete the training, sign a training certification, and then take a post-test. In the event an employee scores less than 100% on the post-test, it must be repeated, and failing to achieve a perfect score will cause the employee to be removed from his/her position. This training is repeated annually, and each year staff are required to demonstrate ongoing competencies in the system and the mandatory procedural safeguards for billing.

The billing process represents the touchstone for all revenue and compliance risk; therefore, Amedisys requires comprehensive training on billing compliance.

BUSINESS DEVELOPMENT TRAINING

The sales and marketing functions of the Company exist to develop and grow the business. However, because of the numerous laws that impact our marketing efforts, most notably the Federal Anti-Kickback law (and its various state law counterparts) and the Stark law, it is essential that all sales staff undergo comprehensive training on proper marketing activities.

To that end, all new sales staff must participate in additional Business Development Compliance Training regarding appropriate marketing and business development practices upon hire and annually thereafter.

Section 5: Responding To Government Inquiries

The Company intends to cooperate fully with any governmental audit or investigation. Company management, in consultation with legal counsel, will assist any duly authorized investigators or auditors in their efforts to obtain information necessary for the conduct of an investigation or audit. Nonetheless, the Company's management has a responsibility to protect the legal and constitutional rights of the Company, and will do so within the bounds of the law while cooperating with governmental authorities to the fullest extent possible.

Amedisys will cooperate fully with any governmental audit or investigation.

The oversight of anti-fraud and abuse efforts within Amedisys is centralized within the office of the General Counsel. The General Counsel will be notified as soon as possible when a governmental representative (i.e., agent, auditor, representative, or investigator) contacts any employee about the Company. This includes any question, audit, request for information, subpoena, subpoena duces tecum, letter, or search warrant, and includes any such communication, whether verbal, written, electronic, or face-to-face.

LAW ENFORCEMENT REQUESTS & SEARCH WARRANTS

Should a governmental representative contact or visit any employee or Company office during business hours, the Company's General Counsel should be immediately contacted at (225) 292-2031. Should such contact or visit occur after regular business hours, the General Counsel should be notified as soon as possible, and in no event later than the next business day.

If a governmental representative attempts to execute a search warrant at any Amedisys business location, the Company's General Counsel should be immediately notified. No employee should take any action that would interfere with the agents conducting the search. At no time should any documents or other evidence be destroyed, removed, altered, or hidden.

Supervisors and employees should cooperate in locating items listed in the search warrant. Requests for any items not listed on the warrant should not be honored unless expressly approved in advance by the Company's General Counsel.

Supervisors and employees are not required to provide any explanation or verbal information concerning the Company, its operations, bookkeeping, methods, records, policies, or procedures, nor should any Amedisys personnel interpret any document for government representatives. (For example, questions regarding the usage of off-site storage facilities should be directed to the Company's General Counsel and no further information should be given to the government agent(s) concerning this subject matter.)

LAW ENFORCEMENT CONTACT WITH EMPLOYEES

In the event individual employees or contractors are contacted by governmental agencies related to investigations and/or audits of Amedisys or its affiliates, such personnel should not provide information, records, data, or documents—regardless of format—without the prior approval of the Company's General Counsel. The General Counsel should immediately be notified of any contact directed to personnel by any government representative, whether such contact occurs at work, at home, or via mail, telephone, or face-to-face. No response or communication should be made to any government representative without the prior approval of the Company's General Counsel. In the event the Company determines that legal representation for the Company and/or the employee is required prior to any communication with government representatives, the Company may provide such. Individual personnel are also free to retain separate counsel at their own expense. No company documents will be released to any government representative without the prior approval of the General Counsel.

CONFIDENTIALITY

Any government inquiry or investigation, including but not limited to the issuance of any warrant, subpoena, or correspondence, is confidential information and should not be disclosed to third parties. In no event should such inquiry or investigation be publicized or commented on publicly. Any inquiries from media or other third parties should be directed to the Company's General Counsel or his/her designee. Persons who may be aware of government inquiries or investigations should also be mindful of restrictions imposed by the Securities and Exchange Commission applicable to persons who purchase or sell securities of public entities while in possession of material, non-public information.

Section 6: Compliance Monitoring

Compliance monitoring efforts consist of periodic reviews of applicable rules and policies, as well as frequent audits of compliance risks.

All employees should have a sufficient familiarity and sensitivity to the legal and ethical issues with which they deal to assure a good sense of where the boundaries lie and are able to seek assistance as required. Managing personnel are subject to disciplinary action for failing to detect non-compliance where reasonable diligence would have led to discovery of the problems and allowed for earlier, corrective action.

To that end, knowledge of and compliance with Compliance Program policies is expected of all Company staff regardless of division or position within the Company.

Additionally, the CCO and members of the Corporate Compliance Committee are available for guidance to all employees with respect to matters requiring consideration under this Compliance Plan. Any employee who has questions is encouraged to consult with his or her manager or supervisor, the CCO, or any member of the Compliance Committee for assistance.

COMPLIANCE AUDITS

Amedisys engages in frequent reviews of company activities to ensure compliance with all laws and regulations, as well as Company policies and procedures, in each agency, division, and department. Reviews include, but are not limited to, agency assessments by both agency and corporate personnel, clinical operations audits, conditions of participation audits, Compliance Department audits, internal audits, Sarbanes Oxley audits, and annual external audits of consolidated financial statements for the Company.

Specifically, claims are reviewed prior to submission to the fiscal intermediary to ensure that proper regulations and related reimbursement requirements are followed. All initial checks are automated through the company's computerized billing system; and any claim that fails the basic system checks is then manually audited by staff.

Employees should have a good sense of where the boundaries are and are encouraged to seek assistance as required.

All staff will follow Amedisys operational policies and procedures with respect to billing processes, proper coding, episode management, and documentation. Specific pre-billing requirements include the following:

- All claims submitted will be for services actually rendered, medically necessary, and justified by appropriate, accurate documentation.
- Final claims will not be submitted without signed and dated physician's orders.
- Claims will be completed in accordance with Medicare guidelines and related intermediary instructions.
- No claims will be submitted for questionable visits or for care or services provided to beneficiaries who do not meet the basic Medicare eligibility criteria.

The Company's monitoring processes also include a periodic review of leases and other contracts for services, as well as cost report reviews by appropriate staff. Additionally, expense reports are reviewed to ensure that all expenses related to marketing and sales are proper, and that no improper remuneration—either in cash or in kind—is being paid to any person having control over the referral of business to the Company.

Finally, the Compliance Department assesses potential risk through the compliance risk scorecard, which compiles numerous financial, clinical, operational, complaint, regulatory, and environmental risks that may lend themselves to the potential for improper billing Each quarter, the Company's Compliance Audit Managers conduct clinical audits for agencies deemed to be at the highest risk based on the compliance risk scorecard or other metrics. In response to problems identified during audits or reviews,
agencies are required to submit action plans and engage in focused education, which is approved by the Compliance Manager. Agencies that are required to implement action plans are then subsequently re-audited or placed on pre-billing reviews to ensure that problems identified in prior audits are not recurring.

In all compliance-related audits, any trend or matter found to be potentially fraudulent is reported to the Chief Compliance Officer and investigated.

EXIT INTERVIEWS

A mechanism for obtaining employee feedback concerning the compliance of the organization and the propriety of our practices is through an exit interview. All employees who leave the organization, regardless of whether the separation is voluntary or involuntary, are given the opportunity to participate in an online exit interview., Any compliance allegation raised in a post-employment exit interview triggers a review by the Compliance Department.

OVERPAYMENTS

In the event that overpayments are identified (either internally or through final administrative or legal adjudication), the Company will promptly refund all amounts properly owed to the payor. All overpayments must be returned within 60 days. Additionally, the Company will take all reasonable steps to insure that, to the extent such overpayments are attributable to the fault of the Company, the circumstances contributing to the occurrence of the overpayment do not recur in the future.

Section 7: Sanctions & Enforcement

For any compliance program to have real teeth and serve as an effective deterrent against fraud, it must have the authority and ability to take disciplinary action for violations of the Compliance Plan occurs.

ZERO TOLERANCE

Because of the risks posed to the Company and its shareholders by fraudulent behavior, Amedisys takes a zero tolerance policy relative to fraud, abuse, and waste involving federal health care programs. Any Direct Violation or Ancillary Violation of this Compliance Plan or any violation of a federal health care law by an Amedisys employee will result in company disciplinary action.

- Direct Violations include circumstances in which persons authorize or participate directly in a violation of law, regulations, or Company compliance policies or procedures.
- Ancillary Violations include circumstances where persons withhold or fail to report information about violations of law, regulations, or Company violations, or persons retaliate or attempt to retaliate against individuals who report suspected violations.

Additionally, any departure from the company's billing procedures—especially those related to the manipulation of computerized system safeguards (i.e., system holds) designed to prevent claims from being submitted without sufficient documentation or with unresolved frequency inconsistencies—will be regarded as zero tolerance offenses, the occurrence of which will result in immediate termination.

ENFORCEMENT STANDARDS

Because of the significant legal and ethical consequences of non-compliance with this Compliance Plan, the CCO and the Compliance Committee will take disciplinary action with respect to not only those who violate the Plan, but also those who fail to report known or detected violations or fail to respond appropriately to a suspected or reported violation.

Disciplinary action will be taken against those who violate the Compliance Plan as well as those who fail to report known violations.

Disciplinary action should be appropriate under each circumstance. Disciplinary action may range from verbal counseling, to formal write-ups, to termination. The severity of disciplinary action depends upon factors including but not limited to the seriousness of the violation, the frequency of the offense, any pattern of conduct, strength of supporting evidence, and the circumstances surrounding the violation. Although consideration may be given to whether the violation was intentional, as well as good faith shown by the employee in reporting the violation and assisting in the correction process, Amedisys reserves the right to take any disciplinary action deemed necessary to protect the Company. It is the responsibility of the CCO, in collaboration with the Compliance Committee, to ensure that the Company's Compliance Plan is enforced in a fair and consistent manner.

The Amedisys CCO will report to the Company's governing body all reported instances of questionable behavior, the results of the respective evaluations and/or investigations, actions taken to resolve or handle the matter, and any disciplinary action that resulted from such activity. Persons who may compromise the integrity of an investigation because of their role should be removed from any work assignment or position of influence until such time as the investigation is completed.

REMEDIAL ACTION

In the event that a material violation of the law is discovered, the Compliance Committee shall take all necessary actions to correct the problem and insure that it does not recur, including but not limited to: implementation of a corrective action plan, return of any identified overpayments, reporting the violation to the Payor or fiscal intermediary, reporting the violation to law enforcement (including the OIG), and reporting the violation to the licensing body(s) of the person(s) involved. These corrective actions shall not be exclusive nor shall the election of any one or more be required, except as circumstances specifically warrant. All such actions should be taken within sixty- (60) days of any determination that a violation has occurred.

REPORTS TO LICENSING AUTHORITIES

In the event an employee is determined to have committed a Direct Violation, such matter(s) will be reported by the Chief Compliance Officer to any licensing authority (e.g. State Nursing

Board, etc.) having jurisdiction over the employee's profession. In the event of an Ancillary Violation, such matter(s) will be reported as required by the relevant licensing authority.

NON-RETALIATION

No person shall retaliate or discriminate against a person who, in good faith, reports a compliance issue.

No person shall retaliate or discriminate against a person who, in good faith, reports a compliance issue.

No person shall retaliate or discriminate against a person who, in good faith, reports a compliance issue, question, complaint, or concern. Retaliation shall be deemed to include but not be limited to termination, reduction in pay, unusual and/or unreasonable changes in working condition, and other negative treatment of a pecuniary and non-pecuniary nature for which the sole and proximate cause is the victim's status as a complainant.

Notwithstanding these protections, the Company is still able to take reasonable disciplinary actions for reasons separate and apart from a person's report of compliance problems, including failure to satisfactorily meet job requirements.

Nothing shall restrict the Company from taking disciplinary action against any person who violates the Compliance Program, and may subsequently attempt to report that violation.

Persons who, in good faith, report compliance problems shall be afforded all the protections available under the law as whistleblowers, and retaliation against a whistleblower will be deemed a violation of the Company's Compliance Plan.

The same non-retaliation protections are afforded to persons who report a health care fraud violation, as well as those voicing concerns over the company's financial and/or accounting practices.

PART 2:
SPECIFIC COMPLIANCE STANDARDS APPLICABLE TO AMEDISYS HOME HEALTH

INTRODUCTION

Amedisys Inc., provides home health care services, inclusive of skilled nursing, therapy (including but not limited to physical therapy, occupational therapy, and speech therapy), home health aide services, and medical social workers, by and through individual subsidiaries (hereinafter referred to individually and collectively as "Home Health").

The policies contained in this Section constitute specific compliance standards applicable to Home Health. It is intended that all provisions of the Amedisys Compliance Manual and all Amedisys compliance standards and policies shall likewise apply to Home Health, and such corporate policies shall be read in concert with these standards. This includes, but is not limited to, policies regarding compliance oversight, the Amedisys Corporate Compliance Committee, the Amedisys Compliance Hotline, compliance training, compliance oversight and auditing, anti-kickback policies, as well as Amedisys HIPAA policies and procedures.

GENERAL POLICY

Home Health and its staff will comply with all applicable Federal, State and local laws and regulations.

SPECIFIC REQUIREMENTS & PROHIBITIONS

Home health shall not engage in any of the following prohibited activities:

- Billing for Services Not Rendered
  Home Health should not submit a claim that represents that the agency performed a service all or part of which was simply not performed.

- Billing for Medically Unnecessary Services
  Home Health should not knowingly submit reimbursement for a service that is not warranted by the patient's current and documented medical condition.

  – Therapy Episode Management. Home Health will not falsely bill for a physical therapy visit that did not actually occur, nor perform a physical therapy visit that is not clinically justified solely to exceed a threshold for increased reimbursement.

  – LUPA Episode Management. Home Health will not falsely bill for a visit that did not actually occur, nor perform a visit that is not clinically justified solely to avoid a diminution in episodic payment attributable to a Low Utilization Payment Adjustment (LUPA).

- **Upcoding**
  OASIS responses and other clinical documentation will accurately reflect the patient's true clinical condition, and Home Health will never falsify or exaggerate the clinical severity or functional limitations of any patient(s) in order to inflate reimbursement.

- **Duplicative Billing**
  Home Health should not submit more than one claim for the same service or submit claims to more than one primary payor at the same time.

- **Incentives to Referral Sources**
  Home Health should not offer or give anything of value—directly or indirectly, overtly or covertly, in cash or in kind—to any actual or potential referral source, including but not limited to physicians, hospitals, patients, etc.—to induce or reward referrals in violation of state or federal anti-kickback laws. This prohibition specifically includes, but is not limited to, arrangements such as the payment of a fee to a physician for each plan of care certified, providing items or services for free or below fair market value to beneficiaries, providing nursing or administrative services for free or below fair market value to physicians, hospitals, or other referral sources, or providing salaries to a referring physician for services either not rendered or in excess of fair market value for services rendered.

- **Stark Law Violations**
  Home Health should not create or permit a financial relationship between Home Health and a referring physician (or an immediate family member of such physician) in violation of 42 U.S.C. 1395nn. For purposes of this section, a "financial relationship" includes an ownership interest or compensation arrangement not otherwise permissible under an applicable exception. Questions regarding any actual or potential Stark law violation should be directed to the Chief Compliance Officer.

- **Payor Standards**
  Home Health may bill payors only if all of the payor's specific requirements are satisfied. In particular, Home Health may only bill Medicare when: (a) the services are provided to homebound patients, (b) for qualifying services, and (c) where a physician has certified the plan of care.
  - Duplication of Services by Caregiver. Home Health should not knowingly or recklessly disregard willing and able caregivers when providing home health services. Where a family member or other person is or will be providing services that adequately meet a patient's needs, it is not reasonable and necessary for a home health agency to furnish such services.
  - Homebound Status. Home Health should ensure that the homebound status of a Medicare beneficiary is verified and that the specific factors qualifying the patient as homebound are properly documented. Any determinative assessment of homebound status, including a plan of care signed by a qualified physician, should be completed prior to billing Medicare for services.

- Qualifying Services. Home Health must ensure that patients for whom it bills Medicare have a need for skilled nursing care on an intermittent basis, physical therapy, speech-language pathology services, or a continuing need for occupational therapy. Other dependent services—such as home health aides, medical social workers, and occupational therapists—may be performed in conjunction with a qualifying service. However, after qualifying services have ceased, Home Health may not continue billing Medicare for other dependent services.

- Physician Certification. Home Health may bill only when the agency is acting upon a physician's certification attesting that the services provided to a patient are medically necessary and meet the requirements for Medicare-covered home health. The home health plan of care must be established, dated, and signed by a qualified physician. The plan of care must also be periodically reviewed by the physician in order for the patient to receive care in subsequent episodes.

- **Overutilization**
  Home health should bill for visits only when they are medically necessary. No visit should be made for financial reasons; rather, any visit should correspond to a legitimate medical need of the patient and be in furtherance of the patient's goals and plan of care. No patient should be admitted for care or recertified for additional episodes of care unless such admission or readmission is clinically appropriate.

- **Inadequate Staffing**
  Home Health should not bill for any services provided by unqualified or unlicensed clinical personnel. Home Health should also provide adequate management and oversight of subcontracted services.

- **Underutilization**
  Home Health should not knowingly deny needed care to patients solely to keep costs low. Rather, each patient should receive the optimal level of care consistent with the Company's disease management programs and related clinical tracks. No medically-necessary visit should be refused or denied because of the financial impact to the Company.

- **Episode Management**
  Patient episodes of care will be managed in such a way that the proper clinical care is delivered to the patient. While it is the goal to be as efficient as possible and manage utilization appropriately, no visits will be made or denied solely for financial reasons and contrary to the patient's best interests clinically.

- **Documentation Violations**
  Home Health should ensure that sufficient documentation evidencing the services performed and supporting reimbursement exists prior to billing claims to payors. Additionally, no clinical documentation should be falsified, backdated, or altered. Notwithstanding the foregoing, documentation errors may be corrected consistent with state regulations and Company policy. No physician signature may be forged on any document, including orders and plans of care. No beneficiary signature may be forged on visit note or logs, or any company form.

- **Patient Solicitation**
  Home Health may not engage in improper patient solicitation activities, including but not limited to high pressure marketing of uncovered or unnecessary services, or offering free gifts or services to patients for the purposes of maximizing business growth and patient retention.

- **Patient Abandonment**
  Home Health should not abandon patients in need of care in violation of applicable statutes, regulations, and Federal health care program requirements. Home Health should utilize Advance Beneficiary Notices prior to terminating home care services in conformity with applicable laws and regulations.

- **Non-Discrimination**
  No patient should be discriminated against in relation to admission, discharge, or services provided on the basis of any federally-protected class.

- **Misuse of Provider Numbers**
  Home Health should not knowingly misuse provider certification numbers. Similarly, Home Health should adhere at all times to home health agency licensing requirements and Medicare program conditions of participation.

- **Other Prospective Payment System Abuses.**
  Home Health will not submit duplicate billings of charges that are subsumed within the PPS payment. Home Health will properly report and characterize any change in patient conditions used to establish the episodic payment, and will make adjustments as necessitated by such changes.

- **Falsification of Documentation**
  Home Health will not falsify any patient signature on a visit note, consent form, or any other documentation. Likewise, Home Health will not falsify the signature or other documentation of a physician on a referral, order, face-to-face certification, or any other documentation. Home Health will not falsify any part of a clinical record note to misrepresent the occurrence of all or part of any patient visit, including patient vital signs and responses to treatment.

CLAIMS DEVELOPMENT AND SUBMISSION

Home Health's reimbursement process must comport with current Federal health care requirements regarding the submission of claims and Medicare cost reports.

- **Billing Prerequisites**
  Documentation of all nursing and other home health services, including subcontracted services, must be received prior to billing to ensure that only accurate and properly documented services are billed. A plan of care signed by an authorized physician, along with a certificate of medical necessity, must be on file prior to billing.

- **Claims Standards**
  The diagnosis and procedure codes for home health services reported on the reimbursement claim should be based on the patient's medical record and other documentation. The Healthcare Common Procedure Coding System (HCPCS) code and/or Home Health Resource Group (HHRG) used in billing should accurately describe the service that was ordered by the physician and performed by Home Health.

- **Bonus Incentive Restrictions**
  Compensation for billing personnel should not offer any financial incentive based on volume or value of claims submitted such that claims are submitted regardless of whether they meet applicable coverage criteria for reimbursement or accurately represent the services rendered.

- **Claims Reviews**
  Pre- and post-submission reviews of claims will ensure that all claims submitted for reimbursement by Home Health accurately represent medically necessary services actually provided, supported by sufficient documentation, and in conformity with any applicable coverage criteria for reimbursement.

SENIOR LIVING FACILITIES

Home Health shall not furnish services in senior living facilities (inclusive of assisted living facilities, independent living facilities, personal care homes, group homes, or residential care facilities) that are duplicative of services already furnished, or required to be furnished by the senior living facility.

PART 3:
SPECIFIC COMPLIANCE STANDARDS APPLICABLE TO HOSPICE

INTRODUCTION

Amedisys, Inc. and all subsidiaries are subject to the general compliance policies of Amedisys, Inc. Hospice is a provider of end-of-life and palliative care services to persons who have terminal diagnoses in conformity with Medicare and Medicaid regulations.

The policies contained in this Section constitute specific compliance standards applicable to Hospice. It is intended that all provisions of the Amedisys Compliance Manual and all Amedisys compliance standards and policies shall likewise apply to Hospice, and such corporate policies shall be read in concert with these standards. This includes, but is not limited to, policies regarding compliance oversight, the Amedisys Corporate Compliance Committee, the Amedisys Compliance Hotline, compliance training, compliance oversight and auditing, anti-kickback policies, as well as Amedisys HIPAA policies and procedures. These compliance standards shall also be applicable to Medical Directors, Associate Medical Directors and Hospice Physicians associated with Hospice.

GENERAL POLICY

Hospice and its staff will comply with all applicable Federal, State and local laws and regulations. Hospice shall adhere to all hospice licensing requirements and Medicare program conditions of participation.

SERVICE PREREQUISITES

- Informed Patient Consent

  Hospice shall ensure that patients (or their authorized representatives) are fully informed about the determination of patient's life limiting condition, and the Medicare Hospice Benefit, including but not limited to information concerning the palliative nature of the care and services that will be provided if the patient elects the benefit, as well as the waiver of the right to receive standard Medicare benefits related to curative treatments for the terminal condition.

  – Care Coordination. When a patient is admitted to Hospice's services, Hospice will ensure that there are no other arrangements with other health care provider(s) that are also submitting claims for services already covered by the Medicare Hospice Benefit or for services that are unallowable for reimbursement under the Medicare Hospice Benefit, including but not limited to: (a) standard Medicare benefits for treatment of the terminal illness; (b) treatment by another hospice agency not arranged for by Hospice; and (c) care from another provider that duplicates the care required to be furnished by Hospice. Where other providers are involved in a patient's care, Hospice will coordinate the care to insure the appropriate and non-duplicative billings occur.

- Terminal Condition Requirement

  Only those patients who are "terminally ill", (i.e., where there exists a thorough medical review of a patient's admitting diagnosis and prognosis that the patient's life expectancy is six months or less if the illness runs its normal course) may be admitted for Hospice services. Hospice must ensure that a patient's medical record contains complete documentation to support the certification made by the physician or attending physician.

  - Falsification of Terminal Condition. No patient medical record or plan of care shall be falsified or exaggerated to suggest that the patient's condition is more serious or the patient's prognosis is more negative than it actually is, for the purposes of justifying hospice care reimbursement.

  - Physician Certifications. All physician certifications and recertifications of Hospice plans of care shall be prepared timely, and no physician signature will be falsified or forged.

- Plan of Care

  Hospice should take all reasonable steps to ensure that each patient receives care in accordance with the Plan of Care collaboratively established by the Hospice physician (or attending physician) and the Interdisciplinary Group (as defined below). The Plan of Care will be reviewed and updated in accordance with the directives set forth in the Plan of Care. Such review should be recorded in the patient's medical record. Each Plan of Care should, at a minimum, contain the following:

  - An assessment of the patient's needs and identification of services to be provided, including the management of discomfort and symptom relief; and

  - A detailed description of the scope and frequency of services needed to meet the needs of the patient and the patient's family.

- Periodic Review of Services

  As part of Hospice's monitoring program, Hospice will:

  - Periodically review the appropriateness of the Interdisciplinary Group services and level of services being provided;

  - Periodically review the appropriateness of the admission standards required by Hospice in its acceptance of patients.

  - Regularly review the Company's length of stay;

  - Review, as necessary, any delays in admission or in the provisions of services provided by the Interdisciplinary Group; and

  - Periodically review the specific treatment modalities provided by the Company.

Any problems identified in any of the foregoing reviews shall be brought to the attention of the Chief Compliance Officer.

SPECIFIC REQUIREMENTS & PROHIBITIONS

- Under-Utilization

  Hospice shall not knowingly deny needed care to patients to keep costs low. Resources shall be allocated to provide optimal care consistent with the needs of the patient and patient's family. Patient needs and reasonable requests for palliative treatment, including continuous care and the provision of durable medical equipment, should be accommodated to the extent possible.

  – Revocation of Medicare Hospice Benefit. Hospice will not encourage or pressure a patient to revoke his/her Medicare Hospice Benefit for the purpose of eliminating costs associated with more expensive care. Any discontinuation of hospice services or the Medicare Hospice Benefit should be undertaken only upon the patient's request or when it is in the patient's best interests, and without regard to the financial impact to Hospice.

- Late Referrals

  No eligible patient shall be denied hospice services solely because the referring physician delayed in making the referral. In such circumstances, the referring physician should be educated regarding the risks, costs, and quality of care problems associated with late referrals.

- Extended Service

  All active patients shall receive sufficient oversight by Hospice consistent with prevailing industry standards and payor requirements. Additionally, following the initial 90-day certification period, Hospice will review the patient's condition with its Medical Director and any consulting physician or other medical doctor working with the patient to ensure that the patient's condition remains terminal and the patient otherwise remains eligible for continued hospice care under the Medicare Hospice Benefit. In the event a patient is no longer deemed terminal or is otherwise ineligible for the Medicare Hospice Benefit, such patient will not be recertified with Hospice.

- Kickbacks

  Hospice shall not provide any financial incentive to actual or potential referral sources, including but not limited to physicians, nursing homes, hospitals, or patients, with the intent to influence referrals. None of the following financial arrangements will be permitted to be undertaken by Hospice:

  (a) payment of fee to a physician for each certification of terminal illness;

  (b) providing nursing, administrative, or other services for free or below fair market value to physicians, hospitals, nursing homes, assisted living facilities, etc.; and

  (c) payment of any amounts in excess of the Medicare-allowable reimbursement for consulting physician services.

  – Room-and-Board Payments. Any payment by Hospice to a nursing home for "room-and-board" for a Hospice patient shall not exceed the amount that the

nursing home would have otherwise received directly from the payor if the patient had not been enrolled in Hospice.

- Nursing Home Services

  Hospice may see patients in skilled nursing facilities or nursing facilities (individually and collectively, "Facility) only where Hospice has a written agreement in place under which the hospice takes full responsibility for the professional management of the patient's hospice care and the Facility agrees to provide room-and-board. Where Hospice is servicing patient(s) residing in a nursing home, Hospice shall not delegate or otherwise depend on nursing home staff to provide Hospice's services, nor shall Hospice provide fewer services or less care than normally provided to patients not residing in a Facility. Hospice will collaborate with the Facility as to the services required by each patient in accordance with such patient's Plan of Care. Hospice will appropriately communicate with the Facility when changes to the Plan of Care are indicated and document such changes. Such communication will establish and express an understanding of the scope of services to be rendered by each entity. The coordination of services through this communication should be documented in the patient's clinical records notwithstanding the Facility's documentation of the same.

- Provision of Core Services

  Hospice shall not improperly relinquish the provision of core services and professional management responsibilities to nursing homes, volunteers, or other privately-paid professionals. Non-core hospice services may be provided at fair market value in accordance with contracts with other providers, subject to professional management and oversight by Hospice. Hospice shall make all core services available to meet the needs of its patients and shall not discharge patients in need of costly inpatient care absent the direction of the Plan of Care, as may be modified from time to time.

  – Staff Eligibility. All Hospice employees must be licensed in accordance with applicable Federal, State, and local laws and regulations. Hospice shall not bill for any care provided by unqualified or unlicensed clinical personnel.

  – Volunteers. Hospice shall coordinate, manage, and provide sufficient oversight of volunteers, who shall be subject to the same screening, training, and disciplinary policies as Hospice employees.

- Medically Unnecessary Services

  Hospice shall not bill for medically unnecessary services or for a higher level of care than is necessary for its patients. For purposes of this section, the term "medically unnecessary services" means those services that are not reasonable and necessary for the palliation or management of a terminal illness. For example, Hospice shall not provide and bill for continuous care where only routine home care is necessary.

- **Interdisciplinary Group**
  Hospice's interdisciplinary group shall meet periodically and provide sufficient oversight of patient care (including the patient's medical condition, progression, and status) in accordance with Federal and State regulations. The interdisciplinary group shall also ensure that no Hospice patient(s) receives substandard care.

- **Substandard Care**
  Hospice shall not knowingly bill for inadequate or substandard care.

- **Marketing**
  No person acting on behalf of Hospice, including Account Executives and Account Managers, shall engage in deceptive or high-pressure marketing of hospice care to beneficiaries, including but not limited to offering or giving free gifts or services to patients to induce business. Because of the practical impact of electing hospice, marketing strategies should not offer incomplete or inadequate information about the Medicare Hospice Benefit to induce beneficiaries to elect hospice and thereby waive aggressive treatment options that Medicare would otherwise cover. Marketing activities should not create a misperception that the initial terminal prognosis of a patient is of limited importance or relevance and that hospice benefits may almost routinely be provided over an indefinite time period.
  - Patient Charting Prohibited. No Hospice representative may engage in improper patient solicitation activities, such as patient charting (i.e., reviewing records of patients in hospitals or nursing facilities without the patient's permissions in an attempt to determine eligibility prior to recruitment.)
  - Bonus and Commission Restrictions. Hospice shall not provide any bonus or pay any sales commissions based upon length of stay in hospice.

- **Reimbursement Cap Manipulation**
  Hospice shall not knowingly misuse provider certification numbers to improperly bill payors. Specifically, no patient shall be transferred from one Hospice agency to another Hospice agency for the purposes of circumventing applicable reimbursement caps.

- **Billing Considerations**
  Hospice shall only seek reimbursement for services that: (a) it reasonably believes are both reasonable and necessary for the palliation or management of terminal illness, (b) were ordered by a physician or other appropriately licensed individual, and (c) for which sufficient documentation of services provided exists.

- **Falsification of Documentation**
  Hospice will not falsify any patient signature on a visit note, consent form, or any other documentation. Likewise, Hospice will not falsify the signature or other documentation of a physician on a referral, order, face-to-face certification, or any other documentation. Hospice will not falsify any part of a clinical record note to misrepresent the occurrence of all or part of any patient visit, including patient vital signs and responses to treatment.

PART4:
SPECIFIC COMPLIANCE STANDARDS APPLICABLE TO PERSONAL CARE LINE

INTRODUCTION

Amedisys Inc., provides personal care services, inclusive of personal care, homemaking, companionship, chore, grocery delivery, and laundry services. (hereinafter referred to individually and collectively as "Personal Care"). Personal Care Nursing services will provide for personal care plan development, supervision of personal care aides, monitoring of services and service plans, supervision of services and directing of care. Personal Care Nursing also provides medication and medical monitoring of chronic stable patients.

The policies contained in this Section constitute specific compliance standards applicable to Personal Care. It is intended that all provisions of the Amedisys Compliance Manual and all Amedisys compliance standards and policies shall likewise apply to Personal Care, and such corporate policies shall be read in concert with these standards. This includes, but is not limited to, policies regarding compliance oversight, the Amedisys Corporate Compliance Committee, the Amedisys Compliance Hotline, compliance training, compliance oversight and auditing, anti-kickback policies, as well as Amedisys HIPAA policies and procedures.

GENERAL POLICY

Personal Care and its staff will comply with all applicable Federal, State and local laws and regulations.

SPECIFIC REQUIREMENTS & PROHIBITIONS

Personal Care shall not engage in any of the following prohibited activities:

- Billing for Services Not Rendered
  Personal Care should not submit a claim that represents that the agency performed a service (all or in part) that was not performed.

- Billing for Unauthorized Services
  Personal Care should not knowingly submit reimbursement for a service that is not warranted by the patient's current authorization.

- Upcoding
  Clinical documentation will accurately reflect the patient's true clinical condition, and Personal Care will not falsify or exaggerate the clinical severity or functional limitations of any patient(s) in order to inflate reimbursement.

- **Duplicative Billing**
  Personal Care should not submit more than one claim for the same service or submit claims to more than one primary payor at the same time.

- **Incentives to Referral Sources**
  Personal Care should not offer or give anything of value—directly or indirectly, overtly or covertly, in cash or in kind—to any actual or potential referral source, including but not limited to case manager, contract, physicians, hospitals, patients, etc.—to induce or reward referrals in violation of state or federal anti-kickback laws.

- **Payor Standards**
  Personal Care may bill payors only if all the payor's specific requirements are satisfied.
  - Duplication of Services by Caregiver. Personal Care should not knowingly or recklessly disregard willing and able caregivers when providing Personal Care services. Where a family member or other person is or will be providing services that adequately meet a patient's needs, it is not reasonable and necessary for a Personal Care agency to furnish such services.

- **Inadequate Staffing**
  Personal Care should not bill for any services provided by unqualified or unlicensed clinical personnel. Personal Care should also provide adequate management and oversight of subcontracted services.

- **Documentation Violations**
  Personal Care should ensure that sufficient documentation evidencing the services performed and supporting reimbursement exists prior to billing claims to payors. Additionally, no documentation should be falsified, backdated, or altered. Notwithstanding the foregoing, documentation errors may be corrected consistent with state regulations and Company policy. No patient or beneficiary signature may be forged on visit note or logs, or any company form.

- **Patient Solicitation**
  Personal Care may not engage in improper patient solicitation activities, including but not limited to high pressure marketing of uncovered or unnecessary services, or offering free gifts or services to patients for the purposes of maximizing business growth and patient retention.

- **Patient Abandonment**
  Personal Care should not abandon patients in need of care in violation of applicable statutes, regulations, and/or State or Federal health care program requirements. Personal Care should discuss with patients, caregivers, families case managers and contracts prior to terminating home care services in conformity with applicable laws, contracts and regulations.

- **Non-Discrimination**
  No patient should be discriminated against in relation to admission, discharge, or services provided on the basis of any federally protected class.

- **Licensing and Regulatory Oversight**
  Personal Care should adhere at all times to Personal Care agency licensing requirements and Contract, State and Federal program conditions of participation.

- **Falsification of Documentation**
  Personal Care will not falsify any patient signature on a visit note, consent form, or any other documentation. Likewise, Personal Care will not falsify any part of a clinical record note to misrepresent the occurrence of all or part of any patient visit, including all services authorized to the patient.

- **Patient Safety**
  Personal Care will provide services to patients keeping patient safety first. Services and care plan will be monitored for appropriate level of care, appropriate amount of services, and the agency capacity to deliver the care while maintaining patient safety.

- **Quality of Services**
  Services will be delivered in a consumer directed model with the patient involved in the personal care service delivery plan. Patient satisfaction with services will be monitored. The quality of the service delivery will be monitored and measured to assess the quality of care.

PART 5:
SUPPLEMENTAL DEFICIT REDUCTION ACT PROVISIONS

INTRODUCTION

Section 6032 of the Deficit Reduction Act of 2005 (DRA) requires health care providers receiving at least $5 million in annual Medicaid payments to provide information in its policies concerning the Federal False Claims Act and similar state laws.

THE FALSE CLAIMS ACT

The Federal False Claims Act (31 U.S.C. §§ 3729-3733) provides that no person shall:

- Knowingly present, or cause to be presented, to an officer or employee of the United States government a false or fraudulent claim for payment or approval;
- Knowingly make, use, or cause to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the government;
- Conspire to defraud the government by getting a false or fraudulent claim allowed or paid;
- Have possession, custody, or control of property or money used, or to be used, by the government and, intending to defraud the government or willfully to conceal the property, deliver or cause to be delivered, less property than the amount for which the person receives a certificate or receipt;
- Authorize to make or deliver a document certifying receipt of property used or to be used by the government, and intending to defraud the government, make or deliver the receipt without completely knowing that the information on the receipt is true;
- Knowingly buy, or receive as a pledge of an obligation or debt, public property from an officer or employee of the government who lawfully may not sell or pledge the property;
- Knowingly make, use, or cause to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

For purposes of this law, the terms "knowing" and "knowingly" mean that a person has actual knowledge of the information, or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

Violations of the Federal False Claims Act are punished by a civil monetary penalty ranging from $5,000 - $10,000, plus three times the amount of damages sustained.

Civil actions to enforce the False Claims Act may be brought by either the federal government or a private person through the filing of a qui tam action. When a private person files a qui tam action, the government is afforded an opportunity to investigate and review the claims raised. If warranted, the government may intervene and assume prosecution of the case. The

government may decline to prosecute the case, yet the private person may proceed on his/her own. The private person has a right to share in a recovery if certain conditions are met. Notwithstanding the foregoing, if the qui tam relator is found to have been involved in the underlying conduct, his/her share of the proceeds may be reduced or precluded entirely.

WHISTLEBLOWER PROTECTIONS

Federal law also provides special protections for whistleblowers. Specifically, any employee who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment by his/her employer because of lawful acts done by the employee or on behalf of the employee or others in furtherance of a FCA action, including investigation for, initiation of, testimony for, or assistance in an action filed or to be filed under the False Claims Act, shall be entitled to all relief necessary to make the employee whole, including reinstatement with the same seniority, two times the amount of back pay, interest on the back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and attorney's fees.

STATE FALSE CLAIMS ACT

Additionally, many states have also enacted their own state false claims acts. Many of these state statutes virtually mirror those of the federal law, while others vary in differing degrees. Some of these states do not have state whistleblower/qui tam provisions, but the policies were drafted to capture all state laws, including those states that have FCA-like provisions related to Medicaid claims or general insurance. The states listed below have a state false claims act law:

Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Nebraska
Nevada
New Jersey
New Mexico
New York
North Carolina
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
Tennessee
Texas
Virginia
Washington
West Virginia
Wisconsin

AMEDISYS POLICIES & PROCEDURES

Amedisys maintains all of its policies and procedures for detecting and preventing fraud, waste, and abuse in its Corporate Compliance Plan. The Amedisys Corporate Compliance Plan may be accessed in hard copy format in every office, as well as electronically through www.amedisys.com and/or the public folders section of the Company's computer network.

As specified in the Amedisys Corporate Compliance Plan, and consistent with the Company's core belief to communicate without fear of retribution, employees who in good faith report compliance problems related to fraud, waste, and abuse will not face retaliation or discrimination because of their status as whistleblowers. For more information concerning employees' rights as whistleblowers, please refer to Section 3 of the Corporate Compliance Plan.

PART 6:
SPECIAL CORPORATE INTEGRITY AGREEMENT PROVISIONS

INTRODUCTION

On January 30, 2015, Compassionate Care Hospice Group, Ltd and Compassionate Care Hospice of New York LLC, (herein referred to as "CCH") entered into a five-year agreement with the Office of Inspector General of the Department of Health and Human Services following the settlement of an investigation by the U.S. Department of Justice. This agreement is known as a "Corporate Integrity Agreement" (CIA) and contains agreed-to provisions designed to improve the compliance activities of the Company. The term, "Corporate Compliance Plan" is synonymous with the term "Policies and Procedures" as defined under Section III.B.2 of the CIA.

The policies contained in this Section constitute specific compliance standards applicable to Hospice Division. The policies contained herein are part of the requirements of the CIA and should be read in addition to the general Corporate Compliance Plan (Part 1), and the CCH Compliance Plan Policy #1024, which is posted to the Compliance Support page on Amedisys@Work.

GENERAL STANDARDS

Amedisys is committed to full compliance with all Federal health care program requirements, including our commitment to prepare and submit accurate claims that are consistent with these program requirements.

Amedisys requires all of our employees, officers, directors, and owners, as well as our contractors, subcontractors, agents, and other persons who provide patient care services, billing or coding functions comply with all Federal health care program requirements, applicable laws, and with Amedisys' own policies and procedures, including our Corporate Compliance Plan.

Amedisys also requires all of our employees, officers, directors, and owners, as well as our contractors, subcontractors, agents, and other persons who provide patient care services, billing or coding functions report to our Chief Compliance Officer any suspected violations of any Federal health care program requirements, or applicable law, or Amedisys' own policies and procedures.

All individuals who work for Amedisys have the right to disclose any identified issues or questions associated with Amedisys' policies, conduct, practices, or procedures with respect to a Federal health care program believed by the individual to be a potential violation of criminal, civil, or administrative law; and such disclosures may be made through our Compliance Hotline (1.800.464.0020). In so doing, Amedisys is committed to maintaining, as appropriate, the anonymity and confidentiality of the disclosures and protecting individuals who make disclosures from any retaliation or retribution arising out of the disclosure.

STRUCTURE

Amedisys will continue to operate its compliance program throughout the term of the Corporate Integrity Agreement, and will not modify or restrict the compliance program in any respect that would violate the terms of the CIA or applicable Federal or State law. The Company's commitment to a basic compliance infrastructure will include a Chief Compliance Officer, who is independent and a member of senior management, a senior management Corporate Compliance Committee, and a Compliance and Ethics Committee of the Board of Directors. In addition, pursuant to Section III 3 of the CCH CIA, a Chief Quality Officer will be maintained for the term of the CIA and report to the Chief Compliance Officer.

- Board of Directors Obligations.
  The Board of Directors, through its Compliance and Ethics Committee will be responsible for the review and oversight of matters related to compliance with Federal health care program requirements and the obligations of the CIA. They shall meet at least quarterly to review and oversee the Compliance Program. They shall also approve an annual resolution summarizing its review and oversight of Amedisys' compliance.

- Management Accountability and Certifications.
  Compliance will be an essential component of all managers' job descriptions and performance evaluations. Agency Directors of Operation and their up-line managers are required to submit an annual certification that their care center or functional area is in material compliance with all applicable Federal health care program requirements and the obligations of the CIA. In the event any person required to submit a compliance certification is unable to make the representations required in the certification, the Company will immediately investigate the reasons underlying the inability to make the certification.

- Code of Conduct.
  All Amedisys employees and contractors will be provided information concerning Amedisys Compliance and Ethics Program and its Code of Ethical Business Conduct (collectively, "Code of Conduct"). This document will be provided within 30 days of a new employee's hire or the contractor's engagement. Those who receive the Code of Conduct will be required to certify the receipt, reading, understanding, and agreement to abide by the Code of Conduct. The Code of Conduct will also be posted on the Company's intranet so that it is accessible to all Amedisys employees. Amedisys shall periodically review the Code of Conduct to determine if revisions are necessary and shall make any necessary revisions based on that review. The Code of Conduct shall be distributed to all employees, contractors, and certain other parties annually. Additionally, under the CCH CIA, employees and contractors of the Hospice service line will be provided the CCH Code of Conduct, Policy #1009.

- Policies and Procedures.
  The Amedisys and CCH Compliance Plans will be provided to all Amedisys employees and contractors. The Compliance Plans will be assessed and updated, as may be necessary, not less than annually. Any changes or revisions to the Compliance Plan will be communicated to and made available all affected employees and contractors. At a minimum, the Compliance Plan will be posted on the Company's intranet so that it is accessible to all Amedisysemployees.

TRAINING

Training and education represent the best mechanism for ensuring compliance with the law and with the requirements of the CIA. All employees and contractors should receive adequate compliance training upon hire and annually thereafter, including the following:

- General Training.
  All employees and contractors must complete upon hire, and annually general training regarding CCH CIA requirements and Compliance Program, including but not limited to the Code of Conduct. This is referred to CCH 3Cs training.

- Specific Training.
  All Billing, Coding, and Reimbursement covered persons are involved in the preparation or submission of claims for reimbursement from any Federal health care program, and/or the internal review or auditing of claims submitted to any Federal health care program must complete adequate training within 30 days of hire, and annually thereafter content focusing on: (1) Federal health care program requirements regarding accurate coding and submission of claims; (2) policies, procedures, and other requirements applicable to the documentation of medical records; (3) the personal obligation of each person to ensure the accuracy of claims; (4) applicable reimbursement statutes, regulations, program requirements, and directives; (5) the legal sanctions for violations of Federal health care program requirements; and (6) examples of proper and improper claims submission practices.

  All Clinical Services covered persons involved in the delivery of care to patients shall complete adequate training within 30 days of hire, and annually thereafter content focusing on: (1) Federal health care program requirements regarding accurate coding and submission of claims; (2) policies, procedures, and other requirements applicable to the documentation of medical records; (3) the personal obligation of each person to ensure the accuracy of claims; (4) applicable reimbursement statutes, regulations, program requirements, and directives; (5) the legal sanctions for violations of Federal health care program requirements; and (6) examples of proper and improper medical record documentation practices.

- Governing Authority Training
  New members of the Governing authority shall receive the Governing Authority training within 30 days after becoming a member.

To the extent that computer-based training is utilized, the Chief Compliance Officer and other members of the Compliance Department staff will be made available to answer questions and provide additional information. The training courses will be reviewed annually in order to update the content to reflect changes to Federal health care program requirements and issues discovered during internal audits or claims reviews conducted under the CIA.

INTERNAL RISK MITIGATION AUDIT PROGRAM

Amedisys will utilize an internal Risk Mitigation Audit Program (referred to as RMA) to proactively identify and remediate key compliance risks for the organization. The RMA Program is headed by the Chief Compliance Officer and consists of the following:

- Risk Assessment
  A centralized annual risk assessment and internal review process to identify and address risks associated with the submission of claims for items and services furnished has been developed. The risk assessment and internal review process should include: (1) a process for identifying and prioritizing risks; (2) developing remediation plans in response to those risks, including internal auditing and monitoring of the identified risk areas; and (3) tracking results to assess the effectiveness of the remediation plans. The risk assessment and internal review process requires compliance, legal, and department leaders, at least annually, to evaluate and identify risks associated with the submission of claims for items and services furnished and implement specific plans to address and mitigate the identified risks.

- Work Plan
  Work Plans are developed annually based on the findings of the Risk Assessments. On an ongoing basis the Work Plan is monitored for adherence and progress.

COMPLIANCE EXPERT

A compliance expert was retained to ensure that the compliance program was operating effectively. A compliance expert is retained and at a minimum shall:

- meet with the Governing Authority quarterly to assist each Governing Authority member in meeting his or her obligation to review and oversee matters related to CCH's compliance with Federal health care program requirements and the obligations of this CIA;

- be kept apprised of any direct reports that the Compliance Officer otherwise makes to the Governing Authority;

- assist the Governing Authority in reviewing and assessing CCH's Compliance Program;

- offer recommendations periodically, as appropriate, to improve the effectiveness of CCH's Compliance Program; and

- for the first, third, and fifth Reporting Periods, conduct a comprehensive review of the effectiveness of CCH's Compliance Program and prepare a report describing the results of such review (Compliance Program Review Report). A copy of the Compliance Program

Review Report shall be provided to OIG along with the Annual Report for the applicable Reporting Period.

DISCLOSURE PROGRAM

Amedisys will maintain the use of its Compliance Hotline (1.800.464.0020) for the duration of the CIA and beyond expiration of the CIA. Callers are assured of a non-retribution, non-retaliation policy for calls made and information relayed through the Compliance Hotline. In addition, callers are assured that they can remain anonymous and all such communications will be treated confidentially to the fullest extent possible. The Compliance Department will make a good faith inquiry into all allegations. For any disclosure that is sufficiently specific that it reasonably: (1) permits a determination of the appropriateness of the alleged improper practice, and (2) provides an opportunity for taking corrective action, the Amedisys Compliance Department will conduct
an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted. The Chief Compliance Officer will ensure that a disclosure log of all complaints received is maintained by the Company.

WORKFORCE ELIGIBILITY

Amedisys will continue to screen all prospective and current employees, contractors, and others deemed to be "Covered Persons" under the CIA. Such persons will be screened against the Office of Inspector General's List of Excluded Individuals/Entities and the General Services Administration's System for Award Management. These screenings shall be undertaken on a monthly basis. No Covered Person who is listed on the OIG or GSA exclusion lists shall be permitted to work or perform any services for Amedisys and the Company will not submit any claims for services rendered by ineligible employees. All employees and contractors are required to immediately disclose any debarment, exclusion, suspension, or other event

that makes that person ineligible to participate in Federal health care and/or procurement programs. In the event Amedisys has actual notice that an employee or contractor has become

ineligible or faces potential ineligibility due to being charged with a criminal offense within the scope of 42 U.S.C. Section 1320a-7(a), 1320a-7(b)(1)-(3), or due to a proposal for exclusion, such person shall immediately be removed from any work, assignment, responsibility, or involvement with Amedisys' business operations unless management can provide a satisfactory plan to ensure that the responsibilities of the potentially ineligible person have and shall not adversely affect the quality of care rendered to any patient or any claim submitted to a Federal health care program. Individuals who have been excluded, but subsequently complete their exclusionary period shall nonetheless be restricted from having direct responsibility over or involvement in the Company's dealings with Medicare or Medicaid unless management has detailed a satisfactory plan approved by the Chief Compliance Officer to ensure that such person's responsibilities shall not adversely affect quality of care or the propriety of billings to Federal health care programs.

Amedisys will notify the OIG of any violations of this section in accordance with the CIA.

NOTIFICATIONS TO THE GOVERNMENT

Consistent with and in accordance with the terms of the CCH CIA, Amedisys will notify the OIG of:

(1) Any ongoing investigation or legal proceeding conducted or brought by a governmental entity or its agents alleging that Amedisys has committed a crime or engaged in fraudulent activities;

(2) Any substantial overpayments;

(3) Any matters that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to Federal health care programs for which penalties or exclusion may be authorized;

(4) Any employment of or contacting with ineligible persons;

(5) Any filing of a bankruptcy petition by Amedisys;

(6) Any sale of CCH hospice business units, or locations;

(7) The closure or change in location of any business unit;

(8) The purchase or establishment of a new CCH hospice business unit, or location.

Amedisys will also submit Annual Reports as required under the CIA, which will include a certification by the Chief Compliance Officer regarding the accuracy and truthfulness of the report and a statement of compliance with the CIA.

OVERPAYMENTS

Amedisys will make a full refund and repayment of monies received for hospice services in excess of the amount due and payable within 60 days of identification. Remedial steps to correct the underlying problem and prevent its recurrence will be undertaken within 90 days after identification. The Company will notify the OIG of any substantial overpayment within 30 days of identification.

OIG INSPECTION RIGHTS

The OIG is authorized to examine and requires copies of the books, records, and other documents and supporting materials of Amedisys for purposes of verifying our compliance with the CIA and our compliance with the requirements of Federal health care programs. Amedisys will provide all such materials to the OIG at all reasonable times for inspection, audit, or reproduction, and the government is permitted to interview any of our employees, contactors, or agents who consent to being interviewed. All documents and records relating to reimbursement from Federal health care programs and compliance with the CIA must be kept until January 30, 2021, or such longer time as may be required by law.

PENALTIES FOR BREACH, SURVIVAL

The Company's failure to abide by the terms of the CIA may result in stipulated financial penalties and/or exclusion from Federal health care program participation. In the event any hospice business, business unit, or location is sold or transferred, the obligations of the CIA will

continue in full force and effect both as to the remaining Amedisys/CCH-owned operations and the divested business, business unit, or location.

FOR ADDITIONAL INFORMATION

If you have any questions about the information provided in this Compliance Plan or any compliance-related policy and procedure of Amedisys, Inc., we have Compliance Department staff available to answer your questions or provide additional information to you.

To obtain additional information or for answers to any questions you may have, please contact our corporate headquarters at 225.292.2031. Ask to speak with the Amedisys'

- Chief Compliance Officer or
- VP Deputy Compliance Officer; or
- The Amedisys Compliance Hotline: **1.800.464.0020**

Amedisys Compliance Hotline

1.800.464.0020

Policy: AA-004	**Effective Date:**	1/1/06
Topic: Election of Hospice Benefit	**Date(s) Revised:**	4/17; 12/18; 10/19, 9/24/20
Applicable Service(s): Hospice	**Page:**	Page 1 of 7

Policy:

The beneficiary/representative must sign and date an Election of Benefit statement to elect the Hospice Medicare Benefit. The election statement can be signed and dated no earlier than 14 days prior to the Start of Care but must be signed and dated no later than the Start of Care date. The Election of Benefit statement must again be signed if the beneficiary/representative is re-electing the Hospice Medicare Benefit after a discharge or revocation.

It is the responsibility of the hospice registered nurse or social worker to review the election of benefit with the patient and/or patient's representative and obtain necessary signatures. A verbal election of benefit is not allowed.

Operational Guidelines:

1. The Election Statement should include:

   a.) Identification of the Hospice that will be providing service

   b.) The effective date of the Hospice Medicare Benefit election must follow these guidelines.

   - The election date on the document may be the first day of hospice care.
   - The **beneficiary's/representative's signature date** can be earlier than the effective date (no earlier than 14 days).
   - **The effective date cannot be later than the date the hospice services began.**

   c.) A general overview of the Hospice Benefit to help the Hospice patient/representative understand specifics such as:

   - Loss of regular Medicare benefits related to the terminal illness
   - Palliative vs. Curative Treatment
   - The responsibility of the patient/representative/family to seek pre-approval from the Hospice regarding any treatments or services not included in the Plan of Care
   - Understanding that the patient/representative will assume responsibility for expenses incurred that are not listed in the Plan of Care
   - The responsibility of the patient/family for bills incurred for treatments/visits with physicians or facilities with which the Hospice does not have a contract

   d.) Identification of the patient's attending Physician and acknowledgement that the attending physician was chosen by the patient.

   e.) A duplicate copy is given to the patient or legal representative at the time of admission.

2. To provide full coverage transparency to hospice patients and their families to assist in making treatment decisions the Hospice should notify the patient/family of all Hospice Medicare Benefit covered/non-covered:
   a. Conditions,
   b. Items,
   c. services, and
   d. drugs

3. At election of benefit, the patient/representative MUST be provided an option to elect to receive or decline an election statement addendum "Patient Notification of Hospice Non-Covered Items, Services and Drugs":
    a. If requested at time of election, the addendum MUST be provided within 5 days after the election.
4. If election statement addendum "Patient Notification of Hospice Non-Covered Items, Services and Drugs" is requested any time during the course of care, it MUST be provided within 72 hours of the request.

5. The patient/representative must be informed of all contracted facilities.

State Specific Information

California:

N/A

Illinois:
77 Ill. Adm. Code 280.2080 The hospice program must fully disclose in writing to any hospice patient, or to any hospice patient's family or representative, prior to the patient's admission, the hospice services available from the hospice program and the hospice services for which the hospice patient may be eligible under the patient's third-party payer plan (that is, Medicare, Medicaid, the Veterans Administration, private insurance or other plans). (Section 8(a-10) of the Act)

Texas:
TX Administrative Code Title 40 Part 1 Chapter 30 Subchapter B
Rule §30.10 Eligibility Requirements
(a) In order to be eligible to elect hospice care under Medicaid, an individual must:
(1) be certified as Medicaid eligible by the Texas Department of Human Services (DHS) or the Social Security Administration (SSA);
(2) be certified as being terminally ill in accordance with §30.14 of this title (relating to Certification of Terminal Illness); and
(3) have an identified need documented on the comprehensive assessment for one or more of the following:
(A) medical care;
(B) skilled nursing care related to the management of pain and symptom control;
(C) medical social services; or
(D) emotional or spiritual care.
(b) If dually eligible, the recipient must elect the hospice benefit under both the Medicare and Medicaid programs.

RULE §30.12 Duration of Hospice Care Coverage: Election Periods
(a) Subject to the conditions set forth in this subchapter, an individual may elect to receive hospice care for a six-month period.
(b) The periods of care are six-month increments of time and may be elected consecutively or separately at different times.
Rule §30.16 Election of Hospice Care
(a) Filing an election statement. An individual who meets the eligibility requirement of §30.10 of this title (relating to Eligibility Requirements) may file an election statement with a particular hospice. If the individual is physically or mentally incapacitated, the individual's representative may file the election statement. If the recipient is dually eligible for Medicaid and Medicare, the individual must elect the Medicaid and Medicare hospice benefit at the same time.
(b) Content of election statement. The election statement must include the following:
(1) identification of the particular hospice that will provide care to the individual;
(2) the individual's or representative's acknowledgment that he has been given a full explanation of the palliative rather than curative nature of hospice care as it relates to the individual's terminal illness;
(3) acknowledgment that certain Medicaid services, as set forth in subsection (d) of this section, are waived by the election;
(4) the effective date of the election, which may be the first day of hospice care or a later date, but must be no earlier than the date of the election statement; and
(5) the signature of the individual or representative.
(c) Duration of election. An election to receive hospice care will continue through the initial election period and through the subsequent election periods without a break in care as long as the individual:
(1) remains in the care of a hospice; and
(2) does not revoke the election under the provisions of §30.18 of this title (relating to Revoking the Election of Hospice Care).
(d) Waiver of other benefits. For the duration of an election of hospice care, an individual 21 years of age or older waives all rights to Medicaid payments for the following services:
(1) hospice care provided by a hospice other than the hospice designated by the individual (unless provided under arrangements made by the designated hospice); and
(2) any Medicaid services related to the treatment of the terminal condition for which hospice care was elected, or a related condition for which the hospice care was

elected, or that are equivalent to hospice care except for services:

(A) provided by the designated hospice;

(B) provided by another hospice under arrangements made by the designated hospice; and

(C) provided by the individual's attending physician if that physician is not an employee of the designated hospice or receiving compensation from the hospice for those services.

(e) Re-election of hospice benefits. If an election has been revoked in accordance with §30.18 of this title (relating to Revoking the Election of Hospice Care), the individual (or the individual's representative, if the individual is mentally or physically incapacitated) may at any time file an election in accordance with this section.

(f) Record maintenance. The hospice provider must retain copies of all election forms in the hospice records for the recipient and the recipient's nursing facility clinical record, or the intermediate care facility for persons with mental retardation or related conditions (ICF/MR-RC), if applicable.

CMS Manual System	Department of Health & Human Services (DHHS)
Pub 100-02 Medicare Benefit Policy	Centers for Medicare & Medicaid Services (CMS)
Transmittal 209	**Date: May 8, 2015**
	Change Request 9114

Transmittal 205, dated April 3, 2015, is being rescinded and replaced by Transmittal 209 to revise the effective date of the change and to clarify the types of information that the hospice should use to identify the attending physician or nurse practitioner on the election statement. All other information remains the same.

SUBJECT: Updates on Hospice Election Form, Revocation, and Attending Physician

I. SUMMARY OF CHANGES: This instruction implements changes finalized in the FY 2015 hospice rule regarding hospice election, revocation and designation of attending physician.

EFFECTIVE DATE: October 1, 2014
**Unless otherwise specified, the effective date is the date of service.*
IMPLEMENTATION DATE: May 4, 2015

Disclaimer for manual changes only: The revision date and transmittal number apply only to red italicized material. Any other material was previously published and remains unchanged. However, if this revision contains a table of contents, you will receive the new/revised information only, and not the entire table of contents.

II. CHANGES IN MANUAL INSTRUCTIONS: (N/A if manual is not updated)
R=REVISED, N=NEW, D=DELETED

R/N/D	CHAPTER / SECTION / SUBSECTION / TITLE
R	9/Table of Contents
R	9/20.2/Election, Revocation and Discharge
R	9/20.2.1/Hospice Election
N	9/20.2.1.1/Hospice Notice of Election
N	9/20.2.2/Hospice Revocation
N	9/20.2.3/Hospice Discharge
N	9/20.2.4/Hospice Notice of Termination or Revocation
R	9/40.1.3.1/Attending Physician Services

III. FUNDING:
For Medicare Administrative Contractors (MACs):
The Medicare Administrative Contractor is hereby advised that this constitutes technical direction as defined in your contract. CMS does not construe this as a change to the MAC Statement of Work. The contractor is not obligated to incur costs in excess of the amounts allotted in your contract unless and until specifically authorized by the Contracting Officer. If the contractor considers anything provided, as described above, to be outside the current scope of work, the contractor shall withhold performance on the part(s) in question and immediately notify the Contracting Officer, in writing or by e-mail, and request formal directions regarding continued performance requirements.

IV. ATTACHMENTS:

Business Requirements
Manual Instruction

Attachment - Business Requirements

Pub. 100-02	Transmittal: 209	Date: May 8, 2015	Change Request: 9114

Transmittal 205, dated April 3, 2015, is being rescinded and replaced by Transmittal 209 to revise the effective date of the change and to clarify the types of information that the hospice should use to identify the attending physician or nurse practitioner on the election statement. All other information remains the same.

SUBJECT: Updates on Hospice Election Form, Revocation, and Attending Physician

EFFECTIVE DATE: October 1, 2014
**Unless otherwise specified, the effective date is the date of service.*
IMPLEMENTATION DATE: May 4, 2015

I. GENERAL INFORMATION

A. Background: Upon electing hospice care, the beneficiary waives the right to Medicare payment for any Medicare services related to the terminal illness and related conditions during a hospice election, except when provided by, or under arrangement by, the designated hospice or individual's attending physician if he/she is not employed by the designated hospice (42 CFR 418.24(d)). Prompt filing of the notice of election (NOE) with the Medicare contractor is required to properly enforce this waiver, and prevent inappropriate payments to non-hospice providers. The effective date of hospice election is the same as the hospice admission date.

Upon discharge from hospice or revocation of hospice care, the beneficiary immediately resumes the Medicare coverage that had previously been waived by the hospice election. As such, hospices should record the beneficiary's discharge or revocation in the claims processing system promptly. Doing so protects the beneficiary from experiencing possible delays in accessing needed care.

Hospice beneficiaries have the right to choose their attending physician. *Attending physician* means a—

(1)(i) Doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he or she performs that function or action; or

(ii) Nurse practitioner who meets the training, education, and experience requirements as described in 42 CFR 410.75 (b).

(2) Is identified by the individual, at the time he or she elects to receive hospice care, as having the most significant role in the determination and delivery of the individual's medical care. (See 42 CFR 418.3)

B. Policy: Timely-filed hospice NOEs shall be filed within 5 calendar days after the hospice admission date. A timely-filed NOE is one that is submitted to the Medicare contractor and accepted by the Medicare contractor within 5 calendar days after the hospice admission date. While a timely-filed NOE is one that is submitted to and accepted by the Medicare contractor within 5 calendar days after the hospice election, posting to the CWF may not occur within that same time frame. The date of posting to the CWF is not a reflection of whether the NOE is considered timely-filed. In instances where a NOE is not timely-filed, Medicare shall not cover and pay for the days of hospice care from the hospice admission date to the date the NOE is submitted to, and accepted by, the Medicare contractor. These days shall be a provider liability, and the provider shall not bill the beneficiary for them.

If a hospice fails to file a timely-filed NOE, it may request an exception which, if approved, waives the consequences of filing an NOE late. The four circumstances that may qualify the hospice for an exception to the consequences of filing the NOE more than 5 calendar days after the hospice admission date are as follows:

1. fires, floods, earthquakes, or other unusual events that inflict extensive damage to the hospice's ability to operate;

2. an event that produces a data filing problem due to a CMS or Medicare contractor systems issue that is beyond the control of the hospice;

3. a newly Medicare-certified hospice that is notified of that certification after the Medicare certification date, or is awaiting its user ID from its Medicare contractor; or,

4. other circumstances determined by the Medicare contractor or CMS to be beyond the control of the hospice.

Upon hospice election, the beneficiary must sign and date an election statement and the content of the election statement must fulfill the requirements at 42 CFR 418.24 (b). The election statement must include identification of the particular hospice and of the attending physician that will provide care to the individual. The individual or representative must acknowledge that the identified attending physician was his or her choice.

II. BUSINESS REQUIREMENTS TABLE

"Shall" denotes a mandatory requirement, and "should" denotes an optional requirement.

Number	Requirement	Responsibility								
		A/B MAC			DME MAC	Shared-System Maintainers				Other
		A	B	HHH		FISS	MCS	VMS	CWF	
9114.1	Medicare contractors shall be aware of the changes to Notice of Election timely filing requirements and designation of attending physician on the hospice election form as stated in the revised Pub. 100-02, Medicare Benefit Policy Manual, chapter 9, section 20.2 and 40.1.3.1.			X						

III. PROVIDER EDUCATION TABLE

Number	Requirement	Responsibility				
		A/B MAC			DME MAC	CEDI
		A	B	HHH		
9114.2	MLN Article: A provider education article related to this instruction will be available at http://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNMattersArticles/ shortly after the CR is released. You will receive notification of the article release via the established "MLN Matters" listserv. Contractors shall post this article, or a direct link to this article, on their Web sites and include information about it in a listserv message within 5 business days after receipt of the notification from CMS announcing the availability of the article. In addition, the provider education article shall be included in the contractor's next regularly scheduled bulletin. Contractors are free to supplement MLN Matters articles with localized information that would benefit their provider community in billing and administering the Medicare program correctly.			X		

IV. SUPPORTING INFORMATION

Section A: Recommendations and supporting information associated with listed requirements: N/A

"Should" denotes a recommendation.

X-Ref Requirement Number	Recommendations or other supporting information:

Section B: All other recommendations and supporting information: N/A

V. CONTACTS

Pre-Implementation Contact(s): Kelly Vontran, 410-786-0332 or kelly.vontran@cms.hhs.gov

Post-Implementation Contact(s): Contact your Contracting Officer's Representative (COR).

VI. FUNDING

Section A: For Medicare Administrative Contractors (MACs):
The Medicare Administrative Contractor is hereby advised that this constitutes technical direction as defined in your contract. CMS does not construe this as a change to the MAC Statement of Work. The contractor is not obligated to incur costs in excess of the amounts allotted in your contract unless and until specifically authorized by the Contracting Officer. If the contractor considers anything provided, as described above, to be outside the current scope of work, the contractor shall withhold performance on the part(s) in question and

immediately notify the Contracting Officer, in writing or by e-mail, and request formal directions regarding continued performance requirements.

ATTACHMENTS: 0

Medicare Benefit Policy Manual
Chapter 9 - Coverage of Hospice Services Under Hospital Insurance

Table of Contents
(Rev. 209, Issued: 05-08-15)

20.2 - Election, Revocation, *and Discharge*

(Rev.209, Issued: 05-08-15, Effective: 10-01-14, Implementation: 05-04-15)

20.2.1 – Hospice *Election*

(Rev.209, Issued: 05-08-15, Effective: 10-01-14, Implementation: 05-04-15)

Each hospice designs and prints its election statement. The election statement must include the following items of information:

Identification of the particular hospice that will provide care to the individual;

The individual's or representative's (as applicable) acknowledgment that the individual has been given a full understanding of hospice care, particularly the palliative rather than curative nature of treatment;

The individual's or representative's (as applicable) acknowledgment that the individual understands that certain Medicare services are waived by the election;

The effective date of the election, which may be the first day of hospice care or a later date, but may be no earlier than the date of the election statement. An individual may not designate an effective date that is retroactive;

The individual's designated attending physician (if any). Information identifying the attending physician recorded on the election statement should provide enough detail so that it is clear which physician or Nurse Practitioner (NP) was designated as the attending physician. This information should include, but is not limited to, the attending physician's full name, office address, NPI number, or any other detailed information to clearly identify the attending physician.

The individual's acknowledgment that the designated attending physician was the individual's or representative's choice.

The signature of the individual or representative.

An election to receive hospice care will be considered to continue through the initial election period and through the subsequent election periods without a break in care as long as the individual:

(1) Remains in the care of a hospice;
(2) Does not revoke the election; and
(3) Is not discharged from the hospice.

For Medicare payment purposes, an election for Medicare hospice care must be made on or after the date that the hospice provider is Medicare-certified. As with any election, the hospice must fulfill all other admission requirements, such as certification or recertification, any required face-to-face encounters, or Conditions of Participation (CoP) assessments. See also Pub. 100-04, Medicare Claims Processing Manual, chapter 11, section 20.1.1.

An individual may change, once in each election period, the designation of the particular hospice from which he or she elects to receive hospice care. The change of the designated hospice is not considered a revocation of the election, but is a transfer. To change the designation of hospice programs, the individual must file, with the hospice from which he or she has received care and with the newly designated hospice, a signed statement that includes the following information:

- *the name of the hospice from which the individual has received care,*
- *the name of the hospice from which they plan to receive care, and*
- *the date the change is to be effective.*

As described in Pub. 100-04, Medicare Claims Processing Manual, chapter 11, section 20.1.1, when a hospice patient transfers to a new hospice, the receiving hospice must file a new Notice of Election; however, the benefit period dates are unaffected. The receiving hospice must complete all assessments required by the hospice conditions of participation as described in 42 CFR 418.54. Because the benefit period does not change in a transfer situation, if the patient is in the third or later benefit period and transfers hospices, a face-to-face encounter is not required if the receiving hospice can verify that the originating hospice had the encounter.

A change of ownership of a hospice is not considered a change in the patient's designation of a hospice and requires no action on the patient's part.

Medicare beneficiaries enrolled in managed care plans may elect hospice benefits. Federal regulations require that the Medicare contractor assigned the hospice specialty workload maintain payment responsibility for hospice services and may pay for other claims if that contractor is the geographically assigned Medicare contractor for the managed care enrollees who elect hospice; for specifics, see regulations at 42 CFR 417, Subpart P, 417.585, Special Rules: Hospice Care (b), and 42 CFR 417.531 Hospice Care Services (b). Institutional claims for services not related to the terminal illness would otherwise be the responsibility of another geographically assigned Medicare contractor.

Managed care enrollees who have elected hospice may revoke hospice election at any time, but claims will continue to be paid by fee-for-service contractors as if the beneficiary were a fee-for-service beneficiary until the first day of the month following the month in which hospice was revoked. As specified above, by regulation, the duration of payment responsibility by fee-for-service contractors extends through the remainder of the month in which hospice is revoked by hospice beneficiaries.

See Pub. 100-04, Medicare Claims Processing Manual, Chapter 2, "Admission and Registration" and Chapter 11, "Processing Hospice Claims," for requirements for hospice reporting to the Medicare contractor.

20.2.1.1 - Hospice Notice of Election

(Rev.209, Issued: 05-08-15, Effective: 10-01-14, Implementation: 05-04-15)

Upon electing the Medicare hospice benefit, the beneficiary waives the right to Medicare payment for any Medicare services related to the terminal illness and related conditions (i.e., the patient's prognosis) during a hospice election, except when provided by, or under arrangement by, the designated hospice or individual's attending physician if he or she is not employed by the designated hospice (42 CFR 418.24 (d)). Prompt filing of the hospice Notice of Election (NOE) with the Medicare contractor is required to properly enforce this waiver and prevent inappropriate payments to non-hospice providers. The effective date of hospice election is the same as the hospice admission date.

Timely-filed hospice NOEs shall be filed within 5 calendar days after the hospice admission date. A timely-filed NOE is one that is submitted to and accepted by the Medicare contractor within 5 calendar days after the hospice election. The practical meaning of 'submitted to and accepted by the Medicare contractor' is that the NOE was not returned to the provider for correction.

Example: The date of hospice election is October 1st. A timely-filed NOE would be submitted and accepted by the Medicare contractor on or before October 6th.

In instances where a NOE is not timely-filed, Medicare shall not cover and pay for the days of hospice care from the hospice admission date to the date the NOE is submitted to, and accepted by, the Medicare contractor. These days shall be provider liable, and the provider shall not bill the beneficiary for them.

Example: The date of hospice election is October 1st. The NOE was not submitted and accepted by the Medicare contractor until October 10th. Provider liable days would be October 1st through October 9th.

There may be some circumstances that may be beyond the control of the hospice where it may not be possible to timely-file the NOE within 5 calendar days after the effective date of election or timely-file the Notice of Termination or Revocation (NOTR) (see section 20.2.4 - Hospice Notice of Termination or Revocation) within 5 calendar days after the effective date of a beneficiary's discharge or revocation. Therefore, the regulations do allow for exceptions. There are four circumstances that may qualify the hospice for an exception to the consequences of filing the NOE more than 5 calendar days after the effective date of election. These exceptional circumstances are as follows:

1. Fires, floods, earthquakes, or other unusual events that inflict extensive damage to the hospice's ability to operate;

2. An event that produces a data filing problem due to a CMS or Medicare contractor systems issue that is beyond the control of the hospice;

3. A newly Medicare-certified hospice that is notified of certification after the Medicare certification date, or is awaiting its user ID from its Medicare contractor; or,

4. Other circumstances determined by CMS to be beyond the control of the hospice.

If one of the four circumstances described above prevents a hospice from timely-filing its NOE, the hospice must document the circumstance to support a request for an exception, which would waive the consequences of filing the NOE late. Using that documentation, the hospice's Medicare contractor will determine if a circumstance encountered by a hospice qualifies for an exception to the consequences for filing an NOE more than 5 calendar days after the effective date of election. If the request for an exception is denied, the Medicare contractor will retain the decision of the denial. Hospices retain their usual appeal rights on the claim for payment.

See Pub. 100-04, Medicare Claims Processing Manual, Chapter 11, "Processing Hospice Claims" for requirements for NOE submission, reporting provider-liable days, and qualifying circumstances for a request for exception.

20.2.2 - Hospice Revocation

(Rev.209, Issued: 05-08-15, Effective: 10-01-14, Implementation: 05-04-15)

An individual or representative may revoke the election of hospice care at any time in writing; however a hospice cannot "revoke" a patient's election. To revoke the election of hospice care, the individual must file a document with the hospice that includes:

- *A signed statement that the individual revokes the election for Medicare coverage of hospice care for the remainder of that election period, and*

  The effective date of that revocation. An individual may not designate an effective date earlier than the date that the revocation is made.

Note that a verbal revocation of benefits is NOT acceptable. The individual forfeits hospice coverage for any remaining days in that election period.

Upon revoking the election of Medicare coverage of hospice care for a particular election period, the individual is no longer covered under the Medicare hospice benefit, and resumes Medicare coverage of the benefits waived when hospice care was elected. An individual may, at any time, elect to receive hospice coverage for any other hospice election periods that he or she is eligible to receive.

20.2.3 - Hospice Discharge

Rev.209, Issued: 05-08-15, Effective: 10-01-14, Implementation: 05-04-15)

The hospice notifies the Medicare contractor of any discharge so that hospice services and billings are terminated as of that date. Upon discharge, the patient loses the remaining days in the benefit period. However, there is no increased cost to the beneficiary. General coverage under Medicare is reinstated at the time the patient revokes the benefit or is discharged.

Once a hospice chooses to admit a Medicare beneficiary, it may not automatically or routinely discharge the beneficiary at its discretion, even if the care promises to be costly or inconvenient, or the State allows for discharge under State requirements. The election of the hospice benefit is the beneficiary's choice rather than the hospice's choice, and the hospice cannot revoke the beneficiary's election. Neither should the hospice request or demand that the patient revoke his/her election.

Discharge from a hospice can occur as a result of one of the following:

- *The beneficiary decides to revoke the hospice benefit;*
- *The beneficiary transfers to another hospice;*
- *The beneficiary dies;*
- *The beneficiary moves out of the geographic area that the hospice defines in its policies as its service area. Some examples of moving out of the hospice's service area include, but are not limited to, when a hospice patient moves to another part of the country or when a hospice patient leaves the area for a vacation. Another example would be when a hospice patient is receiving treatment for a condition unrelated to the terminal illness or related conditions in a facility with which the hospice does not have a contract, and the hospice is unable to access the patient to provide hospice services. In this example, Medicare's expectation is that the hospice provider would consider the amount of time the patient is in that facility and the effect on the plan of care before making a determination that discharging the patient from the hospice is appropriate;*
- *The beneficiary's condition improves and he/she is no longer considered terminally ill. In this situation, the hospice will be unable to recertify the patient. The beneficiary can ask the Quality Improvement Organization (QIO) for an expedited review of the discharge (see Pub. 100-04, chapter 30, section 260 for more information); or*
- *Discharge for cause: There may be extraordinary circumstances in which a hospice would be unable to continue to provide hospice care to a patient. These situations would include issues where patient safety or hospice staff safety is compromised. When a hospice determines, under a policy set by the hospice for the purpose of addressing discharge for cause, that the patient's (or other persons in the patient's home) behavior is disruptive, abusive, or uncooperative to the extent that delivery of care to the patient*

or the ability of the hospice to operate effectively is seriously impaired, the hospice can consider discharge for cause. The hospice must do the following before it seeks to discharge a patient for cause:

- *Advise the patient that a discharge for cause is being considered;*
- *Make a serious effort to resolve the problem(s) presented by the patient's behavior or situation;*
- *Ascertain that the patient's proposed discharge is not due to the patient's use of necessary hospice services; and*
- *Document the problem(s) and efforts made to resolve the problem(s) and enter this documentation into the patient's medical records.*

The hospice must notify the Medicare contractor and State Survey Agency of the circumstances surrounding the impending discharge. The hospice may also need to make referrals to other relevant state/community agencies (i.e., Adult Protective Services) as appropriate.

Discharge order: Prior to discharging a patient for any reason other than a patient revocation, transfer, or death, the hospice must obtain a written physician's discharge order from the hospice medical director. If a patient has an attending physician involved in his or her care, this physician should be consulted before discharge and his or her review and decision included in the discharge note.

Effect of discharge: An individual, upon discharge from the hospice during a particular election period for reasons other than immediate transfer to another hospice—

- *Is no longer covered under Medicare for hospice care;*
- *Resumes Medicare coverage of the benefits waived; and*
- *May at any time elect to receive hospice care if he or she is again eligible to receive the benefit.*

Discharge planning: The hospice must have in place a discharge planning process that takes into account the prospect that a patient's condition might stabilize or otherwise change such that the patient cannot continue to be certified as terminally ill.

The discharge planning process must include planning for any necessary family counseling, patient education, or other services before the patient is discharged because he or she is no longer terminally ill.

Once a patient is no longer considered terminally ill with a life expectancy of 6 months or less if the disease runs its normal course, Medicare coverage and payment for hospice care should cease. Medicare does not expect that a discharge would be the result of a single moment that does not allow time for some post-discharge planning. Rather, it would be expected that the hospice's interdisciplinary group is following the patient, and if there are indications of improvement in the individual's condition such that hospice may soon no longer be appropriate, then planning should begin. If the patient seems to be stabilizing, and the disease progression has halted, then it could be the time to begin preparing the patient for alternative care. Discharge planning should be a process, and planning should begin before the date of discharge.

In some cases, the hospice must provide Advanced Beneficiary Notification (ABN) or a Notice of Medicare Non-Coverage (NOMNC) to patients who are being discharged. See Pub. 100-04, Medicare Claims Processing Manual, Chapter 30 "Financial Liability Protections", Section 50.15.3.1, for information on these requirements.

20.2.4 - Hospice Notice of Termination or Revocation

(Rev.209, Issued: 05-08-15, Effective: 10-01-14, Implementation: 05-04-15)

Upon discharge or revocation of hospice care, the beneficiary immediately resumes the Medicare coverage that had previously been waived by the hospice election. As such, hospices should record the beneficiary's discharge or revocation in the claims processing system promptly.

If a hospice beneficiary is discharged alive or if a hospice beneficiary revokes the election of hospice care, the hospice shall submit a timely-filed Notice of Termination/Revocation (NOTR) unless the hospice has already filed a final claim. A timely-filed NOTR is a NOTR that is submitted to and accepted by the Medicare contractor within 5 calendar days after the effective date of discharge or revocation. Hospices continue to have 12 months from the date of service in which to file their claims.

See Pub. 100-04, Medicare Claims Processing Manual, Chapter 11, "Processing Hospice Claims" for requirements for NOTR submission.

40.1.3.1 - Attending Physician Services

Rev.209, Issued: 05-08-15, Effective: 10-01-14, Implementation: 05-04-15)

The attending physician is a doctor of medicine or osteopathy or a nurse practitioner and is identified by the individual, at the time he or she elects to receive hospice care, as having the most significant role in the determination and delivery of the individual's medical care.

The election statement must include the patient's choice of attending physician. The information identifying the attending physician should be recorded on the election statement in enough detail so that it is clear which physician or NP was designated as the attending physician. This information should include, but is not limited to, the attending physician's full name, office address, NPI number, or any other detailed information to clearly identify the attending physician. Hospices have the flexibility to include this information on their election statement in whatever format works best for them, provided the content requirements in 42 CFR 418.24(b) are met. The language on the election form should include an acknowledgement by the patient (or representative) that the designated attending physician was the patient's (or representative's) choice.

If a patient (or representative) wants to change his or her designated attending physician, he or she must follow a procedure similar to that which currently exists for changing the designated hospice. Specifically, the patient (or representative) must file a signed statement with the hospice that identifies the new attending physician in enough detail so that it is clear which physician or NP was designated as the new attending physician. This information should include, but is not limited to, the attending physician's full name, office address, NPI number, or any other detailed information to clearly identify the attending physician. The statement must include the date the change is to be effective, the date that the statement is signed, and the patient's (or representative's) signature, along with an acknowledgement that this change in the attending physician is the patient's (or representative's) choice. The effective date of the change in attending physician cannot be earlier than the date the statement is signed.